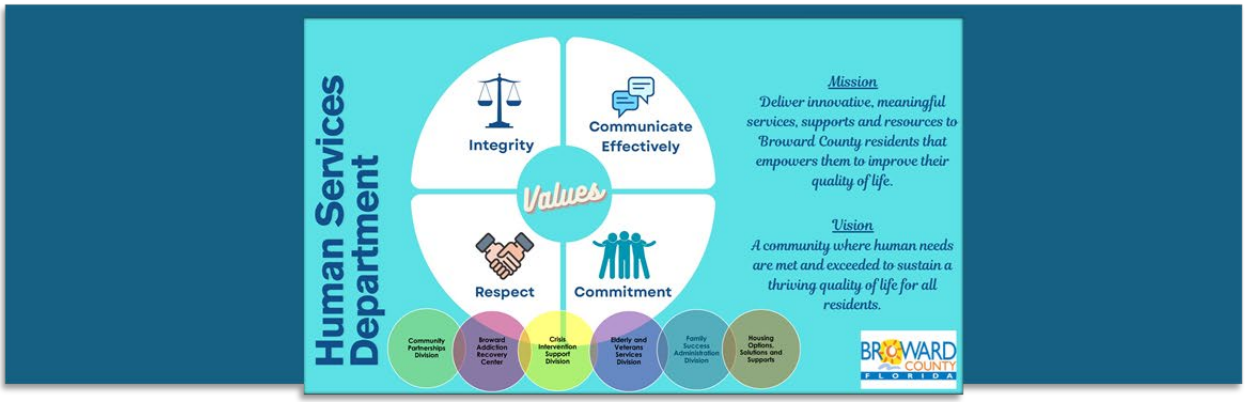
HUMAN SERVICES DEPARTMENT

PROVIDER HANDBOOK

FOR

CONTRACTED SERVICE PROVIDERS



UNDERSTANDING THE PROVIDER HANDBOOK

The Human Services Department (HSD) Provider Handbook for Contracted Service Providers (Provider Handbook) outlines the policies and procedures required to obtain reimbursement for contracted services provided to eligible Broward County residents. The Provider Handbook is separated by chapters and appendices, some of which are applicable to all providers while others are applicable only to those providers with a fully executed Broward County Unit of Service Funding Agreement with specific HSD Divisions/Sections. If a provider is unclear about the chapters or appendices that apply to their organization, the assigned Contract/Grant Administrator must be contacted for assistance.

When the Handbook is updated, Providers will be notified through AccessBROWARD. The Handbook is maintained at http://Broward.org/communitypartnerships. Select Standard Terms & Conditions, Provider Handbook, then Provider Handbook.

HOW UPDATES ARE NOTED WITHIN THE HANDBOOK:

1. Updates will be highlighted in yellow and incorporated within the appropriate chapter, and a summary of the updates provided.

EFFECTIVE DATE:

The effective date of the Handbook updates will appear in the page footer. Providers must verify that they are utilizing the most current and up to date version.

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CHAPTER I: INTRODUCTION

A. HUMAN SERVICES DEPARTMENT

The Human Services Department (HSD) is responsible for the management, operation, and control of the human and health service functions of County government. The HSD divisions include Broward Addiction Recovery, Community Partnerships; Crisis Intervention and Support; Elderly and Veterans Services; Family Success Administration; and Housing Options, Solutions, and Supports. HSD also includes Evaluation and Planning Section (EPS) and Operations and Administrative Services Section (OAS).

HSD DIVISIONS

1. Community Partnerships Division

The Community Partnerships Division (CPD) is responsible for the comprehensive system of care that addresses the physical and behavioral health needs of Broward County residents, including those with disabilities. The Community Partnerships Division oversees a range of health and human services provided both contractually and directly to residents. The Community Partnerships Division coordinates contractual and direct service activities by assuring a standardized process for needs assessment, grant solicitation processes, quality assurance, contract administration, monitoring, advisory boards, and stakeholder involvement.

CPD Contact Information

Main Number	(954) 357-8647
Email	communitypartnerships@broward.org

2. Housing Options, Solutions, and Supports Division

The Housing Options, Solutions, and Supports Division (HOSS-D) is responsible for the administration and provision of community-based programs and services for individuals and families experiencing homelessness. HOSS-D offers direct services and coordinates additional services through its network of contracted providers.

HOSS-D Contact Information

Main Number	(954) 357-6167
Email	hsdhossdivision@broward.org

3. Family Success Administration Division

The Family Success Administration Division (FSAD) is responsible for the administration of community-based programs and services for individuals and families.

FSAD Contact Information

Main Number	(954) 357-8616
Email	FSAD_Providers@broward.org

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CHAPTER II: GENERAL INFORMATION

A. DEFINITIONS

1. **Audited Financial Statements.** Any financial statement that a Certified Public Accountant (CPA) has audited. When a CPA audits a financial statement, they will ensure the statement adheres to general accounting principles and auditing standards.
2. **Board.** The Board of County Commissioners of Broward Counts
3. **Broward County HIV Health Services Planning Council (HIVPC).** Federally mandated body established to assess scope and size of HIV epidemic; identify service priorities and allocation for Part A grant funds.
4. **Children.** Any person under the age of 18, or through 21 if eligible to attend public secondary schools, enrolled in a GED course or vocational school, unless otherwise defined by state or federal law or by the Children's Services Board with the approval of the Board.
5. **Contract.** All types of Board approved binding agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.
6. **Contract/Grant Administrator (CGA).** The HSD staff person who coordinates and communicates with provider and who manages and supervises Provider's performance of the Services and Provider's compliance with these Standard Terms and the Funding Agreement., refenced in the Standard Terms as the Contract Manager.
7. **Fiscal Year.** The County's fiscal year is October 1 through September 30 or as specified by the federal, state, or other funding agencies.
8. **Flex Funds.** Discretionary funds available to case workers, providers, or individuals to meet immediate, specific needs that other funding sources cannot cover.
9. **For-Profit Organization**. A private Organization doing business with the intent of making a profit, which is then distributed to its owners, shareholders, or employees. For profit organizations possess a current, certified, independently audited financial statement; and is duly registered and in good standing with the Florida Department of State, Division of Corporations.
10. **HRSA.** The Health Resources and Services Administration, a division of the U.S. Department of Health and Human Services.
11. **Intervention Services.** Skilled treatment services indicated by client need, which include, individual and group counseling, family counseling, educational groups, skills training, occupational and recreational therapy, medication assisted treatment, and psychotherapy. Intervention services may be provided to a child who is at risk of school failure, is at risk of participation in violent behavior or juvenile crime or has been expelled from the school district or a child involved in the child welfare system. These services may also be provided to a vulnerable adult with the adult's consent, or in the case of a vulnerable adult who lacks the ability to consent pursuant to a court order.
12. **Managing Entity*:*** The Florida non-profit corporation under contract with Florida Department of Children and Families (DCF) to manage the day-to-day operational delivery of behavioral health services through an organized system of care.
13. **Nonprofit Organization**. A private corporation that is organized and operated for purposes that benefit the public or a specific group, rather than for the financial gain of its owners or shareholders. These organizations typically have exempt status under Section 501(c)(3) of the Internal Revenue Code; possess a current certified independently audited financial statement; and is duly registered and in good standing as a Nonprofit Corporation with the Florida Department of State, Division of Corporations.

14. **Notice of Funding Recommendation.** The written notice sent by HSD once applications are reviewed and recommendations for funding have been made.
15. **Organization.** A private Nonprofit or For-Profit Organization, Public Entity, Volunteer Group, Civic Association or Constitutional Office, which complements or extends a human service activity to, or on behalf of, eligible Recipients relating to the health, safety and/or welfare of the individuals and families of Broward County.
16. **Organizational Profile.** An Organizational Profile is a framework for understanding the internal and external factors that shape the operating environment of a business and affect the business decisions made.
17. **Outcomes.** Quantitative and/or qualitative changes that occur because of the services provided. Performance standards included in the Agreement for each Organization funded by HSD.
18. **Provider.** A Nonprofit or For-Profit Organization, Public Entity, Volunteer Group, Civic Association or Constitutional Office, which offers services, complements or extends human services activities, including the evaluation and/or facilitation of human services activities to, or on behalf of, individuals and families, relating to the health, safety and/or welfare of those individuals and families of Broward County, who has the capability in all respects to perform the contract requirements, and the integrity and reliability which will assure good faith performance and is awarded funding by the HSD and enters into Contract.
19. **Public Entity**. A government or public sector organization that serves the public, such as a state, local government, its agencies, public schools, or other governmental corporations or instrumentalities. These organizations typically perform governmental functions or provide public services like education, health services, or public transport.
20. **Recipient.** In the context of federal grants, a non-federal entity that directly receives funds from a federal awarding agency to carry out a specific activity under a federal program. This entity is responsible for managing and expending the funds awarded according to the grant's terms and conditions.
21. **Repository.** The location where HSD stores all documents related to the agreements. Documents are either stored electronically and are emailed to: OEPRepository@broward.org or in hard copy and mailed to: The Human Services Repository, 115 South Andrews Avenue, Suite 318, Fort Lauderdale, FL 33301.
22. **Ryan White Part A Program Office.** HSD Section responsible for administration of health and support services established under the Ryan White HIV/AIDS Treatment Modernization Act.
23. **SAMHSA.** The United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration.
24. **Services.** The furnishing of labor, time, and effort by a provider not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall include professional and general services.
25. **Standards and Service Delivery Model (SSDM).** A set of minimum standards, policies, and requirements used to guide the development, implementation and completion of services delivered by a provider.
26. **Single Source Provider.** A provider that is solely capable of providing services within a geographic area or a determination that a change in provider would result in a disruption of services, which would adversely impact clients.
27. **Standard Terms and Conditions (Standard Terms).** The document that governs each Broward County Unit of Service Funding Agreement (Funding Agreement) administered by the Broward County Human Services Department.

28. **Taxonomy.** A standardized set of terms and phrases used to define categories of services in a systematic, unambiguous way. Taxonomies are organized in a table to give providers a reliable source of definitions and minimum credentials required for billing purposes. Some examples of the categories of services include but are not limited to administrative services, respite care, case management, clinical psychiatric evaluation, counseling and psychosocial evaluation.
29. **U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA)**: U.S. Health Insurance Portability and Accountability Act of 1996 is a federal law that required the creation of national standards to protect sensitive patient health information from being disclosed without the patient's consent or knowledge.

1. CPD – CSA Definitions

- **Community-Oriented:** An approach that focuses on the needs and well-being of a particular community, emphasizing participation and collaboration to address shared concerns. This involves understanding the community's strengths, resources, and challenges, and working together to create positive change.
- **Dual Diagnosis/Co-occurring Disorders (Substance Use and Mental Health):** Children must have co-existing substance use disorder and a mental health disorder to meet diagnostic criteria specified within the Diagnostic and Statistical Manual of Mental Disorders that resulted in a functional impairment, and which substantially interferes with or limits the individual's role or functioning in the family, school, or community activities.
- **Homeless Definition (HUD Categories); Children experiencing homelessness are defined by the following HUD categories**:
  - **Category 1 – Literally Homeless:** Children who are living in a place not meant for human habitation, in an emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided if they were in shelter, or a place not meant for human habitation before entering the institution. Children will be considered homeless if they are exiting an institution where they resided for up to 90 days and were homeless immediately prior to entering that institution.
  - **Category 2 – Imminent Risk of Homelessness:** Children who are losing their primary nighttime residence, which may include a motel or hotel or a doubled-up living situation, within 14 days and lack resources or support networks to remain in housing.
    - For an individual or family to qualify as at Imminent Risk of Homelessness (above), the individual or family must also meet two threshold criteria:
    - The individual has an income below 30 percent of the median income for the geographic area; and
    - The individual has insufficient resources immediately available to attain housing stability
    - The individual must also exhibit one or more specified risk factors, which include:
      - Moving frequently because of economic reasons
      - Living in the home of another because of economic hardship
      - Being notified that their right to occupy their current housing or living situation will be terminated
      - Living in a hotel or motel
      - Living in severely overcrowded housing
      - Exiting an institution; and

- Living in housing that has characteristics associated with instability and an increased risk of homelessness.

- **Category 3 – Homeless Under Other Federal Statutes:** Unaccompanied children aging out of foster care who are unstably housed and likely to continue in that state, who have not had a lease or ownership interest in a housing unit in the last 60 or more days, have had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment.

  The services are for children who are not otherwise eligible for these services through private insurance, Medicaid, the State of Florida, or any other third-party reimbursement mechanism. Clients who receive Road to Independence (RTI) or Post-Secondary Education Services and Support (PESS) funds but are not served through Extended Foster Care are eligible for these Support Services. Clients who are served through Extended Foster Care under DCF are not eligible for these Support Services.

- **Category 4 – Fleeing Domestic Violence:** Children fleeing or attempting to flee their housing or the place they are staying because of domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence that has taken place in the house or has made them afraid to return to the house, including:
  - Trading sex for housing
  - Human Trafficking
  - Physical abuse
  - Violence (or perceived threat of violence) because of the child's sexual orientation

- **Mental Health:** Children who have a diagnosed or undiagnosed mental health or behavioral health conditions that result in impairment in functioning to diagnosable mental, behavioral, or emotional disorders (including Emotional/Behavioral Disability "EB/D") pursuant to the current edition of the Diagnostic Statistical Manual of Mental Disorders (DSM).
- **Substance Use Disorder:** A child who has a substance use disorder, minimally ranging from substance use that comprises maladaptive patterns of substance use revealed by recurrent and significant adverse consequences related to the repeated use of substances to substance dependence comprising cognitive, behavioral, and physiological symptoms due to continued substance use.
- **Wraparound Case Management:** Wraparound Case Management is a service delivery process and approach to care planning for children and family members. The service delivery approach is family-centered, community-oriented, strength-based, and highly individualized to meet the needs of children with complicated, multi-dimensional problems. Wraparound Case Management aims to develop children's problem-solving skills, coping skills, and self-efficacy. The process builds on the collective actions of a committed group of family, friends, community, professionals, and cross-system supports mobilizing resources and talents from a variety of sources to meet the child and family needs.

2. CPD – HCS/Ryan White Definitions

- **Primary Health Care Services:** Acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics.

Examples of primary health care services include but are not limited to first-contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

- **National Monitoring Standards:** U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB) requirements for the program and fiscal management and oversight are based on federal law, regulations, policies, and guidance documents.
- **Registered User**: An individual who has attended and completed a Network training class, has submitted a Network user access request form, and has been issued a Network identifier/username and password by the Ryan White Program. User requests must be submitted via the Provide Enterprise software system.
- **Required Data Elements**: Data sets for Ryan White Part A Program for reporting client-level data for Federal funding source and reimbursement. These data elements must be entered into the Human Services Software Systems (HSSS) for program billing and client services.
- **Sliding Fee Scale:** Schedule of charges that must be provided to self-pay patients for Ryan White Part A Medical Care for patients who are above 100% of the FPL guidelines based on their ability to pay. No clients are to be denied services based on their ability to pay.

3. HOSS-D – Definitions

- **Broward County Homeless Continuum of Care (HCoC):** A community collaborative that organizes and guides the delivery of housing and services to meet the specific needs of persons experiencing homelessness as they move to stable, permanent housing and maximum self-sufficiency. Goals include ending homelessness and preventing a return to homelessness.
- **Coordinated Entry and Assessment, Access Prioritization, and Referral:** Coordinated Entry and Assessment (CEA) refers to a common process for accessing homeless assistance services including prevention, diversion, emergency shelter, transitional housing, rapid rehousing, supportive services, and permanent supportive housing. HOSS-D utilizes several factors to prioritize individuals and families experiencing homelessness. Some of the factors include vulnerability, housing barriers, length of time homeless, number of homeless episodes, and severity of service needs. Additionally, the HCoC may use other factors that impact vulnerability and morbidity such as age, household composition, medical conditions, actual place of habitation, and stakeholder's advocacy. Broward County utilizes a system-wide referral system as the preferred process of connecting resources and persons.
- **Dating Violence:** Dating violence means violence committed by a person who (a) is or has been in a social relationship of a romantic or intimate nature with the victim; and (b) where the existence of such a relationship will be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
- **Domestic Violence:** Domestic violence includes felony or misdemeanor crimes of violence committed by (a) a current or former spouse of the victim; (b) by a person with whom the victim shares a child in common; (c) by a person who is cohabitating with or has cohabitated with the victim as a spouse; (d) by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies; or (e) by any other person against an adult or child victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- **Families:** Families are defined based on the HUD definition under the McKinney-Vento Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act (2009).
- **Homeless Definition (HUD Categories); Individuals or families experiencing homelessness are defined by the following HUD categories**:
  - **Category 1 – Literally Homeless:** Individuals or families who are living in a place not meant for human habitation, in an emergency shelter, in transitional housing, or are exiting an institution where they temporarily resided if they were in shelter, or a place not meant for human habitation before entering the institution. Individuals or families will be considered homeless if they are exiting an institution where they resided for up to 90 days and were homeless immediately prior to entering that institution.
  - **Category 2 – Imminent Risk of Homelessness:** Individuals or families who are losing their primary nighttime residence, which may include a motel or hotel or a doubled-up living situation, within 14 days and lack resources or support networks to remain in housing.
    - For an individual or family to qualify as at Imminent Risk of Homelessness (above), the individual or family must also meet two threshold criteria:
    - The individual has an income below 30 percent of the median income for the geographic area; and
    - The individual has insufficient resources immediately available to attain housing stability
    - The individual must also exhibit one or more specified risk factors, which include:
      - Moving frequently because of economic reasons
      - Living in the home of another because of economic hardship
      - Being notified that their right to occupy their current housing or living situation will be terminated
      - Living in a hotel or motel
      - Living in severely overcrowded housing
      - Exiting an institution; and
      - Living in housing that has characteristics associated with instability and an increased risk of homelessness.
  - **Category 3 – Homeless Under Other Federal Statutes:** Unaccompanied children aging out of foster care who are unstably housed and likely to continue in that state, who have not had a lease or ownership interest in a housing unit in the last 60 or more days, have had two or more moves in the last 60 days, and who are likely to continue to be unstably housed because of disability or multiple barriers to employment.

    The services are for children who are not otherwise eligible for these services through private insurance, Medicaid, the State of Florida, or any other third-party reimbursement mechanism. Clients who receive Road to Independence (RTI) or Post-Secondary Education Services and Support (PESS) funds but are not served through Extended Foster Care are eligible for these Support Services. Clients who are served through Extended Foster Care under DCF are not eligible for these Support Services.
  - **Category 4 – Fleeing Domestic Violence:** Individuals or families fleeing or attempting to flee their housing or the place they are staying because of domestic

violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence that has taken place in the house or has made them afraid to return to the house, including:

  - Trading sex for housing
  - Human Trafficking
  - Physical abuse
  - Violence (or perceived threat of violence) because of the child's sexual orientation

- **Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act:** The Broward County HCoC is defined by HEARTH. The HCoC Board https://www.onecpd.info/resource/2033/hearth-coc-program-interim-rule/ is the local planning body that coordinates housing and services funding for individuals and families experiencing homelessness in Broward County. Homeless Definition & Recordkeeping Requirements may be found at the following link: HEARTH Homeless Definition and Recordkeeping Requirements. Additional definitions related to HUD funding may be found at the following link: HEARTH Defining "Homeless" Final Rule.
- **HUD Agreement:** Agreement between HUD and Broward County for a HUD funded HCoC project award.
- **HUD Project Operating Year:** One-year period consistent with the HUD grant term.
- **HUD Specific Terminology:** (refer to the HUD link for terminology definitions listed below):
  - Cash Match [24 CFR 578.73]
  - Conflict of Interest [24 CFR 578.95]
  - Continuum of Care [24 CFR 578]
  - Disability, Developmental Disability [24 CFR 578.3]
  - Emergency Solutions Grant Program [24 CFR 576]
  - Family Equal Access Rule [81 FR 64763]
  - Fair Market Rent See also [24 CFR 578.3]
  - At Risk of Homelessness, Chronically Homeless, Homelessness [24 CFR 578.3]
  - Homeless Management Information System (HMIS) [24 CFR 578.3]
  - Leasing [24 CFR 578.49]
  - McKinney Vento Homeless Assistance Act, HEARTH Act [24 CFR 578]
  - Operating Costs[24 CFR 578.55]
  - Permanent Housing [24 CFR 578.37(a)(1)]
  - Point in Time Count [24 CFR 578.3]
  - Program Income [24 CFR 578.97]
  - Project [24 CFR 578.3]
  - Project Administrative Cost [24 CFR 578.59]
  - Rapid Rehousing [24 CFR 578.37(a)(1)(ii)]
  - Rental Assistance [24 CFR 578.51]
  - Safe Haven [24 CFR 578.3]

- Subrecipient [24 CFR 200.93]
- Supportive Services [24 CFR 578.53]
- Grant & Project Changes [24 CFR 578.105]
- Transitional Housing [24 CFR 578.3]
- Victim Services [24 CFR 578.3]

- **Outreach:** Essential Services related to reaching out to unsheltered individuals and families experiencing homelessness, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Eligible costs include engagement, case management, emergency health, and mental health services, transportation, and services for special populations.
- **Permanent and Supportive Housing:** Permanent and Supportive Housing is an intervention that provides housing search, supportive services, and long-term rental assistance to individuals who are experiencing chronic homelessness and have long-term disabling condition.
- **Rapid Re-housing:** Rapid Re-housing is an intervention informed by an evidence-based practice, evidence informed model, or promising practice that is a critical part of a community's effective homeless crisis response system. Rapid Re-housing rapidly connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that must include the use of time-limited financial assistance and specified supportive services.
- **Screen In:** A low barrier admission policy that does not restrict individuals based on but not limited to a disabling condition or age. Shelter programs must have client selection policies that prioritize eligible people who have been experiencing homelessness the longest or who have the highest service needs, as evidenced by vulnerability and/or client staffing(s).
- **Stalking:** To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.

4. FSAD Definitions

- **Economic Barriers:** Obstacles that individuals face due to cost associated with essential services or resources that hinder the ability of households to earn or maintain a living (e.g., job loss, medical emergencies, and family crisis).
- **Economic Stability:** A state where individuals have access to the essential resources to live a healthy life (e.g., a source of income or a living wage, food, housing, clothing, health care, education, transportation, and other basic needs).
- **Food Insecurity:** The condition of not having access to sufficient food, or food of an adequate quality, to meet one's basic needs.
- **Legal Barriers:** Challenges individuals may face in accessing legal assistance.

B. AGREEMENT CLOSEOUT AND DISCHARGE SUMMARY/TRANSITION PLAN

Once the contracted services and/or purchased items are delivered in full, the agreement must be formally closed. The closeout process requires:

Closing out an agreement means the provider has met all the terms of an agreement and all administrative actions have been completed, and all disputes have been settled. An agreement is physically complete when:

- The provider has completed the required deliverables, and the CGA has inspected and accepted the deliverables.
- The provider has performed all services, and the CGA has monitored these services; and
    - All option periods, if any, have expired; or
    - The CGA has given the provider a notice of contract termination.
- All administrative actions are settled.
- All disputes are settled.

Prior to the expiration of the Agreement in its normal course, or upon earlier termination for any reason, the CGA will notify the provider in writing of the upcoming expiration of the Agreement. Providers must cooperate fully with County, and any third party designated by County, to develop a Discharge Summary/Transition Plan to provide for the transition of the services provided under the Agreement. The Transition Plan must, at a minimum, provide for the orderly and reasonable transfer of services in a manner that causes minimal disruption to the continuity of services for each client.

For clients who received a complete intake a maximum of sixty (60) days prior to the expiration of the Agreement, a new Discharge Summary/Transition Plan is not required, providers must instead verify that the clients' contact information is the current.

The Discharge Summary/Transition Plan is structured to include the course of treatment, outcomes, continued need for services and reasons for transition or discharge. The development of this plan is to be initiated as early in the service delivery process to ensure steps are identified that provide continuity of care. provider must use the Discharge Summary/Transition Plan Guide. Any billing amount due to the provider may be withheld by County until all documents are provided to County, if requested by the Contract Administrator, in accordance with the "Rights in Documents and Work" provision of the Standard Terms for Broward County Unit of Service Funding Agreements.

C. HUMAN SERVICES SOFTWARE SYSTEM

Providers must utilize the designated Human Services Software System (HSSS).

1. The County provides training only to Provider staff designated as Registered Users of HSSS or other County designated data entry systems. Provider representatives who are registered users, employees, agents, or volunteers are subject to terms and conditions specified in the user agreement in the online registration for all HSSS and the HSD Information Systems Security Policies
2. **Services and Activity Management Information System (SAMIS):** The required web-based reporting system used as the designated HSSS for CSA.
3. **Provide Enterprise Software System (PE):** The required web-based reporting system used by HCS, that includes Ryan White Part A, Minority AIDS Initiative (MAI), and Ending the HIV Epidemic Initiative (EHE) Programs.

4. **Homeless Management Information System (HMIS):** The designated HSSS for all providers serving clients experiencing homelessness is HMIS. Providers administering homeless legal rights and domestic violence projects are exempt from entering data entry into the County's HMIS system; however, these providers are required to provide aggregate data to the County each quarter. Providers must enter client data within three (3) calendar days accurately in all required fields as defined by the HUD HMIS Data Standards. Providers must use the most recently updated HMIS Data Standards manual, as indicated on the HUD Exchange website, and the Broward County Continuum of Care -FL-601 HMIS Policies and Procedures Manual for reference whenever utilizing the HMIS system. Providers are required to adhere to the HUD HMIS Data Standards for all projects that serve clients experiencing homelessness, regardless of whether the project is HUD funded or funded through the County's General Fund to support data collection and reporting. Failure to enter required data in an accurate and timely manner may delay or suspend reimbursement.

   All organizations providing homeless services are also required to adhere to the current Broward County Homeless Continuum of Care-FL-601 HMIS Policies and Procedure Manual adopted by the Broward HCoC on May 24, 2023. In the event of a procedural conflict between the HUD HMIS Data Standards and the Broward County HCoC HMIS Policies and Procedures Manual, the HUD HMIS Data Standards supersede the Broward County HCoC HMIS Policies and Procedures. Providers are to ensure all universal data elements are entered no later than three (3) calendar days from the action or activity occurring, according to the HMIS Policy and Procedures and the Broward County Continuum of Care Written Standards of Care.

   All HUD CoC programs operate under the HEARTH Act Final Rule or the HUD Emergency Solutions Grant (ESG) 24 CFR Part 576.

   Providers must execute County's End User License Agreement (CHO Agreement) as described in the HMIS Governance Charter.

5. Providers are required to access, enter, and share HSSS data electronically as follows:

   a. **Information to be Shared** – Providers must enter service-related information into HSSS for any service provided to a client for which the provider seeks payment under an Agreement. In addition, information relating to client services and administrative data pertaining to the provider's responsibility for funded service delivery will be shared with the County. Providers are responsible for following the guidance provided in the applicable SDMs.

   b. **Securing Shared Information** – Providers must employ the HSSS security features in accordance with the HSD Information Systems Security Policies. The provider will share client information with the County through HSSS. The system's security features maintain the integrity and privacy of all data as required by the HIPAA, and all applicable regulations.

      i. **Confidentiality:** Providers must notify each client in writing that his/her information may be shared with participating agencies, as necessary, for coordination of care. Consent forms must describe how the information will be shared, how the information will be used, and how the information will be protected. The Provider must obtain the appropriate signed consent form(s) from the client prior to entering the client's information into HSSS and must maintain the forms in the client's physical file for monitoring purposes. The Provider will also be required to upload the consent, if the respective HSSS has that functionality.

      ii. **Records**: Providers are required to protect the privacy rights of all clients concerning records created, maintained, and available in HSSS. Violation of this requirement is considered grounds for immediate termination of the Provider's

access to HSSS and other County designated data entry systems and may result in the County reporting such violations to the appropriate federal and state agencies.

iii. **Registered Users:** Providers must provide their workforce members, including but not limited to employees, contractors, students, interns, and volunteers (paid or unpaid), and retain on file written procedures concerning HSSS to include potential consequences consistent with federal and state regulations. These regulations strictly prohibit access by anyone other than those authorized in writing by the County as Registered Users of the HSSS other County designated data entry system.

D. REQUIRED REPORTS

Providers must submit required reports, to include policies, certificates, plans, statements, and other documents, during contract negotiations, before Agreement execution, or as specified in the Standard Terms Exhibit D – Required Reports and Submission Date. The County does not prohibit the submission of reports prior to the established deadline, unless the early submission is incomplete or inaccurate. Providers must also submit a copy of each policy whenever an update is completed. Below is a brief description of some of the required reports:

1. **Equal Employment Opportunity (EEO) Policy**: The legal right to work and advance based on merit and ability, not on protected characteristics like race, religion, sex, age, or disability. It prohibits discrimination in all aspects of employment, such as hiring, pay, and promotions, and requires employers to provide reasonable accommodations for religious beliefs, disabilities, or pregnancy. The U.S. Equal Employment Opportunity Commission (EEOC) enforces federal laws protecting these rights for employees and job applicants across various workplaces, while federal contractors and government-funded programs have additional EEO requirements.
2. **Americans with Disabilities Act Policy**: The Americans with Disabilities Act (ADA) is a civil rights law that prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications, and access to state and local government programs and services.
3. **Nondiscrimination Policy**: States that discrimination based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, disability, age (40 or older), or genetic information (including family medical history) is illegal and will not be tolerated.
4. **County Business Enterprise (CBE) and Small Business Enterprises (SBE) Policy, if applicable:** The Office of Economic and Small Business Development (OESBD) provides certification services to local small businesses to bid on Broward County procurement contracts with SBE and CBE program requirements. Certification in these programs provides a gateway to other OESBD services that support the growth and sustainability of Broward County's business community. Providers are required to acknowledge their agreement to do business with Broward County Certified CBE and/or SBE firms, whenever possible, by completing and signing Attachment A: Agency Assurance Form in the RFP, which addresses CBE and SBE agreement. For more information on program eligibility and requirements, visit the Office of Economic and Small Business Development.
5. **County's Federal Funding Accountability and Transparency Act Data Collection Form**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) to be made available to the public via a single, searchable website, which is www.USASpending.gov. In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award and Executive

Compensation Information, the County, as a prime recipient under FFATA is required to report subawards where the obligations are equal to or greater than $30,000 in federal funds no later than the end of the month following the month in which the obligation was made.

Subrecipients of Federal Funds must complete the County's FFATA Data Collection Form, which will be provided by the CGA, and submit same to County (i) within ten (10) days after execution of the Agreement, (ii) within ten (10) days after execution of an amendment or Contract Adjustment to the Funding Agreement if such amendment or Contract Adjustment results in an aggregate amount of federal funding that equals or exceeds $30,000, or (iii) within a reasonable time as approved in writing by the Contract Administrator.

6. **Continuity Plan** *(formerly, Continuity of Operations Plan - COOP):* Providers are required to maintain and update a Continuity Plan that establishes policy and procedures to ensure the performance of mission essential functions identified in their Agreement(s) during (and after) a Declared Emergency, when applicable. Providers must submit the agency's current Continuity Plan upon execution of the Agreement and annually on **April 15th.**

   The Continuity Plan must ensure the continuation of the mission essential functions to keep its facility and/or offices operational at any location to mitigate risks; reduce the disruption of operations; protect essential equipment, records, and other assets; minimize damage and loss; provide organizational and operational stability; facilitate decision-making during an emergency and achieve an orderly recovery. For additional information related to the Continuity Plan, please see the COOP Brochure, published by the Federal Emergency Management Agency (FEMA).

   The Continuity Plan must include, at a minimum:

   a. The process of notifying Broward County of provider operational closings and openings.
   b. Details on how the provider will manage County-funded clients during and after a declared emergency.
   c. Training scheduled and completed for staff to ensure they are prepared for any emergency.
   d. Operational plan and implementation schedule if operations need to be altered due to the emergency.

   Upon review of the items above, the assigned CGA will send a confirmation letter of having received the submitted Continuity Plan.

7. **Business Associate Agreement (BAA).** A document that establishes a legally binding relationship between HIPAA-covered entities and business associates to ensure complete protection of Protected Health Information (PHI). This type of agreement is necessary if business associates can potentially access PHI during their work.

8. **Provider Reports:** The provider must submit all required reports (including but not limited to Quarterly Demographic/Performance Reports) within the designated time frames in the Agreement. In the event services similar or identical to those in the Agreement are purchased and/or subsidized in whole or in part by another funding source, and upon request by the County, the provider must submit a written report containing the same level of information concerning these services as is required on invoices and supporting documentation.

9. **Accreditation Reports and Monitoring Reports from Other Agencies:** Providers must submit any monitoring reports and/or accreditation reports from other agencies or funding sources for services like those being purchased under the Agreement within 30 calendar days of receipt.

E. INSURANCE REQUIREMENTS:

Providers must maintain the minimum insurance designated in this Handbook and the Agreement, at its sole cost and expense on an annual basis, in continuous force and effect, throughout the term of the Agreement. Where any discrepancy exists between the insurance requirements in the Handbook and the Agreement, the requirements in the Agreement takes precedence.

Providers must ensure that all required insurance policies are issued by insurers or surplus line carriers authorized to conduct business in the State of Florida with an AM Best rating of A- and a financial size category class VII or greater, unless otherwise acceptable to County's Risk Management Division. Broward County must be named as an additional insured on any general liability and excess policy coverage, and provider must require its subcontractors to include Broward County as an additional insured on its general liability and any excess policies. All non-governmental entities must provide a certificate of insurance with the following information in the Certificate Holder section of the document: Broward County, 115 South Andrews Avenue, Ste. 210 Fort Lauderdale, FL 33301.

1. Required coverage for all providers:

a. **Commercial General Liability Insurance** with minimum limits of $1,000,000 per occurrence combined single limit for bodily injury and property damage and $2,000,000 annual aggregate. The policy must be without restrictive endorsements excluding or limiting coverage for:

- Premises and/or operations.
- Independent contractors.
- Products and/or Completed Operations for contracts.
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

b. **Personal Injury Coverage** with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

c. **Business Automobile Liability Insurance**, if driving will be required in the performance of duties under the Agreement, with minimum limits of $500,000 per occurrence, combined single limit for bodily injury and property damage. The policy must be without restrictive endorsements excluding or limiting coverage for:

- Owned Vehicles,
- Hired,
- Non-Owned Vehicles, including Employers' Non-Ownership
- Any Auto
- Scheduled Autos (Scheduled autos must be listed on the Certificate of Insurance).

d. **Workers' Compensation Insurance** applies to all employees in accordance with state statutes and all federal laws. Operations in Florida must comply with Florida Statutes, Title XXXI Labor, Chapter 440 Workers' Compensation, as amended from time to time, Florida laws and all federal laws. Policy must include Employers' Liability with minimum limits of $100,000 for each accident. Elective exemptions or coverage through an employee leasing arrangement will not satisfy this requirement.

e. **Professional Liability Insurance** is required for any medical treatment, diagnosis, assessment, medical services, including psychological assessment, treatment, counseling,

therapy, prescription of drugs, contact with juveniles, elderly, persons with special needs, or other vulnerable populations with minimum limits of $1,000,000 per occurrence. Coverage must remain in force for one (1) year after the administration of such services.

2. **Governmental Entities:** The provider must submit written verification of liability protection in accordance with the Statute, if the provider is a municipal corporation, state agency, public body politic, or political subdivision of the State of Florida, as defined by Florida Statutes, Title XLV Torts, Chapter 768 Negligence, Section 768.28 Waiver of Sovereign Immunity in Tort Actions, prior to final execution of an Agreement. Provider must require its subcontractors to include Broward County as an additional insured on its general liability, automobile liability and any excess policies.

3. **Right to Revise:** The County reserves the right to review and revise any insurance requirements at any time.

4. **Waiver:** The County may waive any or all required insurance coverage indicated in the Agreement. Waiver does not mean that the provider does not need to have insurance, only that proof of insurance is not required.

   Providers must submit proof of insurance coverage in the form of Certificates of Insurance and endorsements, declarations pages, or policies to the County Human Services Repository **prior** to execution of the Agreement and **prior** to expiration of existing policies thereafter. County must receive proof of renewal prior to the expiration date of required insurance coverage listed in the Agreement. Failure to provide proof of insurance is grounds for suspension of payment for any outstanding invoice and/or termination of the Agreement. Providers must submit the required documents to the Repository and CGA.

F. FINANCIAL STATEMENTS/AUDIT REQUIREMENTS:

Acceptable forms of income information include either an Audited Financial Statement (AFS) or the Federal Reporting Form 990 for the two years immediately preceding the grant proposal submission deadline date. AFS may be requested with the proposal or post-recommendation/award.

G. ORGANIZATIONAL PROFILE REQUIREMENTS:

The organizational profile for the provider is necessary to ensure coordinated health, education, and human services planning in Broward County.

Organizational profiles must be developed and submitted or updated a least annually using the Organization Profile Guide located in Appendix II of this Handbook. Organizational changes during the year may necessitate updates more frequently, as they occur. Provider must submit a completed organizational profile to First Call for Help of Broward, Inc., d/b/a 2 1 1 Broward. The provider should contact 2-1-1 (info@211-broward.org) for information regarding submitting or updating its organizational profile. The organizational profile must be submitted with the Provider's first invoice for the then-current term of the Agreement.

H. INCIDENT REPORT SUBMISSION REQUIREMENTS:

An activity or circumstance involving the provider, any client receiving contracted services funded by Broward County, or provider staff which requires official reporting to any entity related to illegal activity, credentialing or licensing issues, unethical behavior, medical attention, and other issues related to service delivery. If the provider is unclear if an activity or circumstance should be considered an incident, the CGA must be contacted to determine if submission of an Incident Report Form - Initial Report to Broward County is required. In this definition, clients refer to Broward County-funded clients. In the event of an incident, providers are required to contact the CGA as

prescribed on the Incident Report Form - Initial Report. The Incident Report Form is located under Forms and Templates in Appendix II.

1. **Requirements:** Providers are required to notify the CGA of an incident or circumstance that occurs at the provider's facility or involves a client while the client is receiving contracted services. The service provider must also immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the state-wide toll-free telephone number (1-800-96ABUSE) online at the Reporter Portal. In accordance with Chapters 39 and 415, Florida Statutes, this provision is binding upon both the provider and its employees. Failure to comply may result in an administrative review and or actions against the provider.

    a. In completing the Incident Report Form - the provider checks all items on the Incident Report Form that apply and ensures all information is completed before submitting it to the CGA. Written reports must contain, as applicable, identification of all parties involved in the incident in such a manner that confidentiality is maintained as required by law, i.e., client/staff initials or client number.

    b. Ensure the following information is completed:

        i. Client/staff initials or non-identifiable number, sex, age, date of birth

        ii. Date of the report.

        iii. Date of the Incident.

        iv. Time- specified time the incident occurred.

        v. Address where the incident took place.

        vi. Date staff was notified/became aware of the incident.

        vii. Contact Person at the Agency and phone number of the personnel and/or representative who will discuss the incident with appropriate County staff.

2. **Categories:** There are two incident categories, A and B.

    Category A Incidents: Providers are required to verbally notify the CGA within 12 hours. If verbal notification is not possible within 12 hours, a message with a brief description (excluding personal client/staff information) of the incident along with the time it occurred should be included in the voicemail to the CGA.

    Category B Incidents: Providers are **not** required to complete a verbal notification.

    An Incident Report Form is required for both categories, and it must be sent via email within 24 hours of the incident to the CGA. When necessary, the CGA may require the Provider to complete a separate incident report for multiple incidents occurring simultaneously or when there a multiple clients involved.

    a. **Category A:**

        i. Abuse Hotline by staff: Calls made to the abuse hotline identifying agency staff as the alleged perpetrator.

        ii. Adult death (under direct care): Death of an individual age 18 or older who was receiving County funded services from the provider at the time of death at the provider's location and/or at the location where services were provided to the client.

        iii. Child-on-child sexual abuse: Calls made to the abuse hotline identifying a child or youth as the alleged perpetrator.

iv. Child death: Death of an individual up to the age of 18 who was receiving County funded services from the provider at the time of death at the provider's location and/or at the location where services were provided to the client.

v. Evacuation: Clients and staff having to leave a facility due to an imminent threat, an ongoing threat, or a hazard to lives or property (excluding planned drills).

vi. Injury to a client: Injury occurs to a client receiving County funded services caused by staff or another client in which medical service was provided.

vii. Injury to staff by client: Injury to staff caused by a client receiving County funded services where the staff needed medical attention.

viii. Media event: An event, activity, or experience that may be covered by the news media that may also generate negative publicity for the provider or the County. An example would be a public statement or press conference held by an organization to disclose details about a significant incident, such as a product recall, data breach, safety violation, or major accident, where they actively communicate information to the media and public to manage the situation and mitigate potential negative impacts.

ix. Sexual Abuse/Sexual Battery: The infliction of sexual contact upon a person by forcible compulsion. Sexual battery is an unwanted form of physical contact engaging in oral, vaginal, or anal penetration of the victim with a sexual organ or another object.

x. Weapons/contraband: Items identified by the County and/or service provider prohibited from using, ingesting, carrying, owning, operating, buying, or selling under federal, state, and/or local laws, and ordinances. This applies to emergency shelters, residential facilities, clients, and staff.

xi. 911 Calls: Any call made to 911 requiring the police or emergency medical services (EMS) to be dispatched to the location, transportation to a medical treatment facility/hospital, or onsite medical assessment.

b. Category B:

i. Auto accident transporting a client: Incident in which an auto accident occurred, including property damage, while staff transported a client to or from the agency.

ii. Baker Act: Incident where a client displayed violent or suicidal signs of mental illness and was committed to a mental health treatment center for up to 72 hours for evaluation.

iii. Client arrest: Incident where the police were called, advised the client of his or her legal rights, and removed the client from the premises.

iv. Client altercation: A heated, angry exchange (verbal/physical) between clients and/or between a client and staff.

v. Contagious illness: Communicable diseases/infections that spread from person to person by contact requiring isolation.

vi. Death (within 30 days of discharge): Defined as the client's death within 30 calendar days of discharge from the agency.

vii. Death or significant injury of a visitor on grounds: A visitor is defined as an individual who is not staff or not a client of the provider. Grounds are the physical property where the provider is located and/or services are provided.

viii. Fraud: A person who commits or intentionally deceives others for gain (i.e., exploiting clients, fraudulent or misrepresented business practice, illegally or unethically).

ix. Human acts that jeopardize the client's health, safety, or welfare such as abuse, kidnapping, riot, bomb, or biological/chemical threat, etc.

x. Illegal activity(ies) involving clients or provider staff: Activities that harm people or property. Activities that must be reported include allegations or arrest of staff for fraud, due to acts such as misappropriating agency funds and/or falsification of records.

xi. Notification of a lawsuit(s): Lawsuits are defined as any legal action identifying the provider as a defendant or plaintiff.

xii. Property damage affecting housing quality, safety, or equipment, including items valued more than $1,000 and purchased with County funds: Damage may be carried out by either staff or clients.

xiii. Self-injury: The act of deliberately inflicting pain and damage on the client's own body and leads to hospitalization or medical treatment.

xiv. Suicide attempt: Attempt by the client to self-harm with life-ending intent made on the provider's property.

xv. Theft, vandalism, damage, fire, sabotage, or destruction of state-owned, County-owned, or private property: Acts may be carried out by either staff or client on the provider premises.

c. **Incident Report Form - Initial Report:** Providers must complete a brief description of the incident. Check all that apply and provide the following:

i. Police Notified - include the date of notification.

ii. Police Report Filed - include the date report was filed.

iii. Florida Abuse Hotline called - date of call to report abuse and report number, if the report was accepted.

iv. Family Member Notified - indicate relationship with the client and date of notification. ***Do not use names***

v. Broward County CGA Notified including date and time.

d. **Written report – Incident Report Form - Initial Report Page 2:**

i. Providers must ensure that page 2 is complete, concise, accurate, and attached when submitting the incident report.

ii. Location of incident: Identify the physical address of where the incident occurred, referencing the specific room or area.

iii. Persons involved: Specify the initials or client involved in the incident and identify the status as client or staff.

iv. Description/cause of the incident, including all pertinent details such as injuries, damages, the specific complaint in a lawsuit and the status, and the date/time staff became aware of the incident. Be clear, objective, and concise.

v. Identify whether the authorities were notified, including supervisor(s), police, and EMS, and consented to next of kin/representative or other medical emergencies.

vi. What action was taken to prevent re-occurrence?

vii. The person completing the form should be the most knowledgeable. Staff must sign and date.

viii. Supervisors must print his/her name, sign, date, and forward the report to the CGA timely.

I. OTHER REQUIREMENTS

1. **Required Provider participation:** Providers must assign the appropriate staff to attend designated County meetings/training regarding topics such as but not limited to assessment of service quality, delivery systems and coordination, consumer satisfaction, records maintenance, funding maximization, agreement orientation and/or contract orientation. HOSS-D providers must assign the appropriate staff to attend HCoC meetings, HCoC subcommittee meetings, and other meetings as designated.
2. **Homeless Point in Time Count**: If the provider serves individuals or families experiencing homelessness, the provider must participate in the annual count of the homeless population conducted by Broward County or its designated agent. Participation is tracked and impacts funding scores during the County's HSD procurement process (RFP process).
3. **License requirements for providers of Substance Use Services**: Providers of substance use services must have and maintain in good standing the State of Florida Department of Children and Families (DCF) license for the appropriate level of substance use treatment services for which the County is contracting. Information about the DCF licensure regulation may be viewed at DCF Licensure Regulation
4. **License Requirements for providers Out of Home Respite and Youth Shelter Services**: Providers of respite and shelter services must have and maintain in good standing a facility license regulated by a local and/or state entity approved by the County.
5. **License Requirements for EVSD Providers**: Providers of adult day care, chore-regular, chore-enhanced, homemaker, personal care, in-home respite and specialized medical equipment and supplies must be licensed by the State of Florida Agency for Healthcare Administration.
6. **License Requirements for Legal Services Providers**: Providers of legal services must be licensed by the Florida Bar and in good standing.
7. **Supervision Requirements for Registered Interns:** all Registered Interns in Clinical Social Work, Marriage & Family Counseling, and Mental Health Counseling must be in good standing and actively supervised by a Qualified Supervisor. Florida's Mental Health Professions.

J. BACKGROUND SCREENING REQUIREMENTS, refer to Appendix II

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CHAPTER III: FISCAL REQUIREMENTS

The IRS requires the County to keep files of all provider and suppliers doing business with Broward County and therefore, it is Broward County's Policy to require all providers to complete a current W-9 (this can be found at: https://www.irs.gov/pub/irs-pdf/fw9.pdf). The purpose of the W-9 as stated on the form is: An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return.

A W-9 is valid until a change occurs in information. To receive payment for services, all new providers must complete a W-9 and submit it to their CGA at the beginning of the Agreement term.

The County reimburses providers through the submission of invoices reflecting services rendered in accordance with the signed Agreement, established governmental guidelines, and submission of complete and accurate data. For most agreements, contracted providers are reimbursed for a measurable portion, or "unit," of the service the provider agrees to deliver. HSD has standardized table of service definitions referred to as, the "Taxonomy Definitions and Credentials Table". Unless specified in the Agreement or contract adjustment, **Providers may not bill the County for services that are eligible for Medicaid or payable by another funding source.** Providers must maintain all supporting documentation related to requests for payments submitted on an approved invoice.

The County pays each provider monthly for units of service delivered, invoiced, and documented as specified by the executed Agreement, and in any applicable Amendments or Contract Adjustments. The total number of units of service to be billed during each term of this Agreement must not exceed the units specified in the Agreement, and any applicable Amendments or Contract Adjustments.

A. COMPENSATION

1. **Provider Budgets:** Providers are required to submit a line-item Budget Template – Summary, Unit Cost Reimbursement & Narrative Forms (Budget Request Spreadsheets) whenever responding to a published RFP, upon execution of the Agreement, and with the submission of the annual final invoice at the end of each subsequent term of the executed Agreement. The Budget Request Spreadsheets, which is the financial plan for the amount allocated in the Agreement approved by the County, is negotiated during the contracting process or in subsequent Amendments or Contract Adjustments to the Agreement. Providers can access the Budget Request Spreadsheets by using the hyperlink or by requesting the forms from their CGA.
2. **Budget Modifications:** During the fiscal year, if a Provider must make additional changes to their budget due to reallocations within their program, then the **Provider may complete up to three modifications per fiscal year, one per quarter and with no changes permitted in the final two months of the contract period.** A Budget Modification Form must be submitted to the CGA.
3. **Cost per Unit of Service**: One (1) hour of service per client. When applicable, County will reimburse for fifteen (15) minute increments at one-quarter of the unit rate. For every 45 minutes billed, the Provider is allowed 15 minutes for documentation. When calculating 15-minute increments, total the actual time spent on multiple units to the same client provided on the same day. Sum the total units of services prior to rounding. If the total minutes end in a 7-minute increment or less, the provider will round down to the nearest 15-minute increment. If the minutes total ends in an 8-minute increment or more, the provider will round up to the nearest 15-minute increment. The following chart illustrates the rules of rounding and gives the appropriate billing unit(s):

Time in Minutes	Unit(s) Billed
1-7	0
8-22	.25 Unit
23-37	.50 Unit
38-52	.75 Unit

Unless elsewhere specified, HSD will apply a 3% reduction to payments for services rendered in the 3rd month of any quarter if the outcomes attainment for one or more of the indicators was not met by more than 5%. HSD will compute the reduction based on the net payment amount for the month, after calculating the required match, but before any disallowed units or repayments from any other months are applied.

4. **Provider Payments:** Payment will be based on receipt of a proper invoice and satisfactory contract performance. A proper invoice is defined as an invoice that is completed in accordance with the instructions included with the invoice template, signed by the authorized signator as indicated on the Certification of Empowerment, and submitted with supporting documentation used to verify the billed units. If an Agreement includes the provision of residential placements, the County pays for the day of admission, each day in residence, but not the day of discharge. The County is under no obligation to pay for days the client is not in residence unless specifically indicated in the Agreement.
5. **Advance Payments:** It is the County's policy not to make advance payments for goods or services unless the Director of Purchasing determines, in consultation with the Using Agency, that any such payment would be in the County's best interest; provided, however, that advance payments may be made without such determination for the following: insurance and bonding; software and software support and maintenance services; subscriptions; and federal grant payments to subrecipients in accordance with County policy.

B. INVOICE SUBMISSION

1. **Invoice Submission Guidelines:** Each month, the provider must submit an original invoice in a form approved by the CGA with supporting documentation validating services delivered in accordance with their Agreement. To ensure compliance with the Agreement and a reasonable payment timeframe, the provider must submit invoices timely and accurately based on the schedule outlined in the Agreement. Invoice submission deadlines may be adjusted to account for end-of-year deadlines.
2. **Late Invoice Submission:** The County may apply a payment reduction on any invoice submitted to County after the due date specified in the executed agreement that results in County receiving a financial penalty from the third-party funder because of the late submission. The reduction will be in an amount equal to the financial penalty received by County.
3. **EVSD Invoice Requirements – General Information:** Providers must complete the EVSD Invoice Template as referenced in the Referral Rate Agreement (RRA) and supplied by the CGA. Regardless of funding stream, all invoices must be submitted by the dates referenced in the RRA unless otherwise directed by the CGA.
4. **HOSS-D Invoice Requirements – General Information:** Providers must compete the invoice template (Invoice Sample) for General Funds services and the HUD Invoice Template for HUD-funded services. The CGA will provide the appropriate invoice template. Regardless of the funding stream, all invoices must be submitted by the tenth (10^{th}) of each month following the month in which services were provided unless otherwise directed.

C. REQUIRED AND OPTIONAL SERVICES

CSA/HCS Providers must adhere to the following requirements, when the Agreement sets maximum thresholds for required and optional services:

1. A minimum of one (1) "required service" must be provided for each Client each month.
2. Providers must spend a minimum of seventy-five (75%) of the total funds allocated each fiscal year on "required services" after administrative costs have been deducted, if applicable.
3. Providers must identify all Required and Optional Services in the Funding Agreement in their annual line-item Budget Request Spreadsheets.

D. MATCH REQUIREMENTS

1. **Match:** is a required portion of total program costs paid by the Provider for resources or services that are dedicated to and utilized solely for the program. Services funded through the County's general funds are required to meet the ten percent (10%) match, unless otherwise noted in the Agreement. Providers must complete the Match Certification Form.

2. **Match Options:**

   a. **In-Kind Services:** actual amount of in-kind must be submitted to the County monthly with the Provider's invoice and include supporting documentation that accurately reflects the monthly in-kind amount indicated to the County.

   b. **Unit of Services:** the County reimburses for only 9 out of 10 units delivered, invoiced, and documented at the unit price specified in the Agreement that equates to a 10% reduction of monthly invoice.

   c. **Combo:** both Unit of Services and In-Kind services are used to meet the County's ten percent match requirement. Both Unit of Services and In-Kind match must be used every month.

3. **In-Kind Services** include, but are not limited to, the following:

   a. Staff Salary
   b. Benefits
   c. Rental/Lease Equipment
   d. General Liability Insurance
   e. Utilities
   f. Supplies
   g. Rental/Maintenance of Office Space
   h. Training and Travel

4. **Documentation of In-Kind Services:** When submitting in-kind services, Providers must produce documentation that supports the actual amount. Supporting documentation includes, but is not limited to, the following:

   a. Staff Salary: Proof can be pay stubs, timesheets, personnel activity reports (PARs), or payroll register. The value must be calculated on the employee's hourly rate, not gross or net pay.

   b. Benefits: Proof can be pay stubs along with the PARs, payroll register, or payroll journals.

   c. Rental/Lease Equipment: Proof can be invoice or lease agreement to support actual costs incurred with the methodology of cost allocations.

d. General Liability Insurance: Proof can be invoiced to support actual costs incurred for general liability insurance with the methodology of cost allocations.

e. Utilities: Proof can be invoiced to support actual costs incurred with the methodology of cost allocations.

f. Supplies: Proof can be invoices to support actual costs.

g. Rental / Maintenance of Office Space: Proof can be invoice or lease agreement to support actual costs incurred with the methodology of cost allocations.

h. Training and Travel: Documentation support can be proof of registration, payment confirmation, travel costs using IRS mileage rate, and mileage report using Google Maps or similar internet applications.

i. Other supporting documentation may also include canceled checks, receipts of purchase, general ledger, sign in/out logs for volunteers or interns, or receipts of purchases.

For resources or services that are proportionally dedicated to and utilized solely by the program, such as office space, utilities, and insurance must include the methodology for calculating expenses (i.e., square footage, and prorated rent, etc.)

i. EVSD Invoice Requirements:

a. General Information: Providers must complete the Invoice Template as referenced in the RRA and supplied by the CGA. Regardless of funding stream, all invoices must be submitted by the dates referenced in the RAA unless otherwise directed by the CGA.

b. Match Requirements: EVSD match requirements are dependent upon the program. Providers are expected to contribute a 10% unit of service match for all services funded by the Community Care for the Elderly Program (CCE). For the unit of service match, the County reimburses for only 9 out of 10 units delivered, invoiced, and documented at the unit price specified in the RRA.

ii. HOSS-D Invoice Requirements:

a. General Information: Providers must complete the General Funds Invoice Template supplied by the CGA. Regardless of funding stream, all invoices must be submitted by the 10th of each month following services unless otherwise directed.

i. A 10% Match is required for General Funds Services. Required Documentation for a 10% match is captured in units. The services listed below are exempt from the 10% match requirement:

a. Homeless Street Outreach

b. Low Demand Shelter
c. Mobile Sanitation
d. Permanent Supportive Housing

e. Rapid Rehousing

b. Requirements: Units of Service and/or in-kind match submitted to the County must include supporting documentation that accurately reflects the program eligibility and the cost/value of the match. Refer to the HOSS-D/HIP Invoice Template for further instructions.

i. Required documentation for the match component is listed below. The provider must submit a signed Certification Form monthly with their invoice packet. The Certification Form will serve as the provider's acknowledgement that the documents submitted are eligible to match expenses. The County will conduct monitoring (virtual or onsite) at

least every six (6) months to validate the certification. The County will verify provider's documentation by considering the following:

a.) General Ledger, sub-accounts and supporting documentation (payroll registers, receipts, volunteer activity logs, fair market value calculations, etc.)

b.) Revenues and expenditures are properly recorded. The provider can trace the Cash match to the General Ledger for both revenues and expenses. Expenditures are supported by cost documentation (Payroll registers, paid receipts, cancelled checks, etc.).

c.) Cash match must be funds spent on eligible activities.

d.) In-kind match is the donation of real property, goods, supplies, equipment, or services. An In-kind account must be set up in the General Ledger, with specific sub-accounts for In-kind match categories (goods, services, etc.) The value of In-kind contributions must be calculated at rates consistent with those ordinarily paid for similar goods or services.

e.) The authorized signatory must sign the Certification form as reflected in Exhibit B.1 of the Agreement.

ii. HOSS-D match requirements are dependent upon the program. Providers are expected to contribute the designated match amount(s), unless otherwise specified and agreed to by the County.

a.) **For HUD**: 24 CFR 578.73 of the HEARTH Act requires that all eligible funding costs must be matched with no less than 25% cash or in-kind match of the total amount requested including administrative costs, but not including leasing. The regulations in 2 CFR part 200 establish uniform administrative requirements for HUD grants. Match is to be reported on the monthly invoice unless otherwise directed. Refer to the HUD Invoice Template for further instructions.

b.) **For General Fund**: General Fund match requires that all eligible funding costs must be matched with no less than 10% cash or in-kind or as indicated in the Agreement or addendum of the Agreement. Match is to be reported with the monthly invoice unless otherwise indicated in the Agreement or an addendum.

c.) **For DCF:** Under the ESG program, all eligible funding costs must be matched with no less than 100% unless otherwise indicated in the Agreement. Under the Challenge grant, the minimum required match amount is 25%. Match is to be reported with the monthly invoice unless otherwise indicated in the Agreement or an addendum.

E. CORRECTED INVOICES AND BACK BILLING

Providers must use the Required Services Documentation form. when submitting a corrected invoice. Provider must utilize the chart below to determine the due dates for corrected billing for each month.

Month of Service	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep
Invoice Due*	Nov 10	Dec 10	Jan 10	Feb 10	Mar 10	Apr 10	May 10	Jun 10	Jul 10	Aug 10	Sep 10	Oct 10
Corrections Due *	Feb 10	Mar 10	Apr 10	May 10	Jun 10	Jul 10	Aug 10	Sep 10	Oct 10	Nov 10	Nov 10	Nov 10

												Sep
	(Jan. Invoice)											

*If the due date falls on a weekend or a County observed holiday, invoices/correction packets are due the next business day.

F. ADMINISTRATIVE COSTS

1. **Administrative Costs:** Costs that support the operation of the Provider's entire agency. In general, administrative costs include the costs of overall program management, budgeting, coordination, monitoring, reporting and evaluation. **No** portion of the administrative cost received from the County may be used to satisfy the match requirement.

2. **General Management, Oversight and Coordination:** Costs of overall program management, coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

   a. Salaries, wages, and related costs of the provider's staff, subcontractors, or other staff engaged in program administration. In charging costs to this category, the provider may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities regarding the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The provider may use only one of these methods for each fiscal year grant. Program administration assignments include the following:

      i. Preparing program budgets and schedules, and amendments to those budgets and schedules

      ii. Developing systems for assuring compliance with program requirements.

      iii. Developing interagency agreements and agreements with subcontractors and to carry out program activities.

      iv. Monitoring program activities for progress and compliance with program requirements

      v. Preparing reports and other documents directly related to the program for submission to the County.

      vi. Coordinating the resolution of audit and monitoring findings.

      vii. Evaluating program results against stated objectives. and

      viii. Managing or supervising persons whose primary responsibilities regarding the program include such assignments as those described in this section.

   i. Travel costs incurred for monitoring of subcontractors; and

   j. Other costs for goods and services required for administration of the program, including rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (**but not purchase**) of office space.

5. **Calculating Administrative Costs:**

   The County maximum for administrative costs may vary depending on the source of funding, i.e. state, federal, or local (general funds). Agreements funded through the

County's general funds may request up to fifteen percent (15%) of direct and optional services incurred for administrative costs.

6. **Documentation of Administrative Costs:** When completing a request for payment of administrative costs providers must provide documentation that supports the expenditure. Supporting documentation includes, but is not limited to, the following:

   a. Staff Salary: Proof can be pay stubs along with approved timesheets, personnel activity reports (PARs), or payroll register.

   b. Benefits: Proof can be pay stubs along with the PARs, payroll register, or payroll journals.

   c. Rental / Lease Equipment: Proof can be invoice or lease agreement to support actual costs incurred with the methodology of cost allocations.

   d. Insurance: Proof can be invoiced to support actual costs incurred for general liability insurance with the methodology of cost allocations.

   e. Utilities: Proof can be invoiced to support actual costs incurred with the methodology of cost allocations.

   f. Supplies: Proof can be invoices to support actual costs.

   g. Rental / Maintenance of Office Space: Proof can be invoice or lease agreement to support actual costs incurred with the methodology of cost allocations.

   h. Training and Travel: Documentation support can be proof of registration, payment confirmation, travel costs using IRS mileage rate, and mileage report using Google Maps or similar internet applications.

G. ALLOWABLE VS. UNALLOWABLE COSTS (EXPENSES)

Allowable costs are charges incurred by a program that can be covered with funds awarded in the Agreement. Unallowable costs are charges incurred by a program that cannot be covered or reimbursed with funds awarded. HSD applies the standards outlined by the federal government in Title 2, Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E, Basic Considerations, 200.403 Factors Affecting Allowability of Costs (2 CFR 200.403) to determine allowable and unallowable expenses for all funding sources, this includes agreements funded by local, state and federal dollars.

1. **Allowable Expenses:** To be allowable, costs must be reasonable, allocable, and necessary to the program, and they must also comply with the funding statute and agency requirements. If a cost cannot meet the criteria of reasonableness, allowability, allocability, and consistency, it is unallowable. Also, any costs considered inappropriate by the RFP are within the category of unallowable costs.

   According to Uniform Guidance 2 CFR 200, (200.403): Except where otherwise authorized by statute, costs must meet the following general criteria to be allowable under Federal awards:

   a. Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.

   b. Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amounts of costs.

   c. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the non-Federal entity.

   d. Be accorded consistent treatment. A cost may not be assigned to a federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

e. Be determined in accordance with generally accepted accounting principles (GAAP).

f. Not be included as a cost or used to meet cost sharing (or matching) requirements of any other federally financed program in either the current or prior period. See Title 2, Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D Post Federal Awards Requirements, 200.306 Cost Sharing, (b) (2 CFR 200.306 (b)).

g. Be adequately documented. Title 2, Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D Post Federal Awards Requirements, 200.300 through 200.309 (2 CFR 200.300-309).

2. **Unallowable Expenses:** Provider budgets and payment requests may not include disallowed expense items for reimbursement or as in-kind match unless expressly stated under the advertised service. The following items are not eligible for funding under the County's HSD guidelines unless allowed by the state and federal funding streams.

   a. Costs incurred compiling the Applicant's proposal for this grant funding opportunity.

   b. Costs that cannot be either directly assigned or directly allocated to the funding request.

   c. Costs already covered by another source of funding

   d. Capital expenses are defined by Broward County as items valued at more than $5,000 and not consumed by the end of the fiscal year.

   e. Non-expendable property expenses defined by Broward County as durable (e.g., equipment and furniture), lasting for a year or longer with a high dollar value. The Applicant must account for non-expendable property throughout its useful life.

   f. Costs to support activities serving individuals or families outside of Broward County (unless the situation is approved by Designated HSD staff).

   g. Participant training (unless specifically indicated in the solicitation service description).

   h. Staff training for licensing and/or certification (unless specifically indicated in the solicitation service description).

   i. Food services (unless specifically indicated in the Standards and Service Delivery Model ["SSDM"]).

   j. Housing and living expenses (unless specifically indicated in the solicitation service description).

   k. Insurance (other than for personnel-related costs related to employment, such as FICA or Worker's Compensation, which the Applicant should address under the Personnel Expenses, Fringe Benefits). *Professional Insurance and Property Insurance are examples of ineligible insurance expenses.*

   l. Entertainment expenses.

   m. Audit expenses.

   n. Archives (unless specifically indicated in the solicitation service description).

   o. General security investigation services (unless specifically indicated in the solicitation service description).

   p. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements, fines, penalties, and related legal fees.

   q. Participant incentives (unless specifically indicated in the SDM).

   r. Lobbying and related expenses.

CHAPTER IV: QUALITY ASSURANCE AND COMPLIANCE

A. QUALITY ASSURANCE VS. QUALITY COMPLIANCE

1. **Quality assurance (QA)** is defined as systematic processes designed to ensure that services meet predefined standards and criteria. The primary objective is to monitor and verify that intended services are executed with high standards, to meet client needs, and to provide impactful experiences. To achieve this, tests, assessments, and observations may be conducted to improve quality of services through continuous improvement.

    a. **Fulfilling Objectives:** Social benefit networks are established with specific goals, such as poverty reduction, healthcare access, or educational empowerment. QA measures ensure that these objectives are met efficiently and effectively.

    b. **Accountability and Transparency:** In an era of heightened accountability, stakeholders demand transparency in the allocation and utilization of resources. QA provide the necessary checks and balances to maintain trust.

    c. **Resource Optimization:** By identifying and rectifying inefficiencies or redundancies, QA help optimize resource allocation, ensuring that allocated funding translates into a meaningful impact.

    d. **Continuous Improvement:** Quality assurance is not a static process. It encourages a culture of continuous improvement, where providers adapt and evolve to meet changing needs and challenges.

2. **Quality compliance** is the process of following rules, regulations, and laws that relate to best care practices. Compliance is essential to ensuring smooth operations and to ensure that everyone follows proper procedures and understands expectations. Ultimately, compliance ensures safe, high-quality care. By complying with industry standards and regulations, organizations can continue improving the quality of care they provide clients. Complying with industry standards and regulations helps organizations continue to improve the quality of care for clients.

B. STANDARDS AND SERVICE DELIVERY MODELS AND TAXONOMIES

Providers must comply with the standards and requirements in the Standards and Service Delivery Model (SSDM) and taxonomies in the Agreement.

C. PROVIDER DOCUMENTATION

CSA/HSC Providers must ensure all client related data is documented within 24 hours of completing the client related activity.

D. PERFORMANCE MEASURES AND DATA COLLECTION (Quarterly Outcome Report Narrative and Demographic/Performance Report)

Providers must meet the performance measures set forth in the SSDM for each service category in the Agreement.

1. Outcomes and Reporting

Providers must submit Quarterly Outcome Report Narrative and Quarterly Demographic/Performance Reports to the CGA as part of the monthly invoice packet each quarter, specifically on, January 10, April 10, July 10, and October 10, unless otherwise specified in the Agreement. Each complete report consists of two reporting templates; 1) a Quarterly Demographic/Performance Report indicating a summary of clients served, demographics current year-to-date, along with client progress through performance measures and attainment, and 2) a Quarterly Report Narrative template.

The Demographic/Performance reporting terms and definitions are as follows:

a. **Carryover client:** Clients served from one Agreement year to the next within the Life of the Agreement. The initial Agreement year will begin with zero clients.

b. **Agreement Year:** The commencement date to expiration date specified in the Funding Agreement and the Consultant Agreement.

c. **Discharged clients:** Clients who change funding sources or exit the program after receiving services. The goal of adequate and efficient discharge planning is to improve a client's quality of life by ensuring continuity of care and reducing the rate of unplanned readmissions to services. Providers are required to develop a client-centered discharge plan at the beginning of service delivery. The plan must be updated prior to discharge.

d. **Drop-out clients:** Client-driven. The client is a no-show and failed to communicate/respond to follow-up requests for rescheduled appointments after receiving at least one service.

e. **Life of the Agreement:** The complete time services are provided under the Agreement which includes the initial Agreement period + all option periods + extensions (as needed).

f. **Unduplicated client:** An individual who is counted only once during the Agreement year, receiving one or more services and/or has more than one episode of care. The client should be counted only once in the Agreement year, regardless of how many times he/she received services.

Providers must ensure that the Quarterly Report states the data source used to measure results, identify how many clients are unable to be evaluated for the indicators, explain any unmet performance measure attainments, explain if an indicator was not met, describe any challenges faced and steps taken to address them, and provide any other information pertinent to the provider's delivery of services.

Designated HSD staff will return incomplete packets containing reports with errors. Examples include miscalculations, incorrect dates, missing approver/preparer signatures, missing a narrative or clear explanation as to methodology in performance measure calculation, and/or lack of evidence of performance measure attainment) in their entirety to the provider. Resubmitted packets should be submitted within two (2) business days of the reports being returned to the agency and must be submitted as a revision to the CGA and have updated signatures and dates on the attached reports.

Programs with performance measure attainment results that fail to come within 5% of the target goal will be assessed a 3% financial reduction on the accompanying invoice (unless otherwise specified). A letter notifying the provider of the reduction will be issued to the provider prior to the implementation of the reduction. For specific service delivery outcomes, refer to the appropriate SDM.

D. PROGRAM MONITORING AND EVALUATION

HSD conducts monitoring of contracted providers to ensure services standards are met and to determine compliance with the requirements of each Agreement, SSDM, Contract Adjustment, and the Handbook. When the provider has Agreements with more than one Division, the requirements of each Agreement are reviewed simultaneously. HSD may also jointly monitor with the Children's Services Council, the Department of Children and Families, the Florida Department of Health in Broward County, or other organizations from which the provider receives funding.

1. **On-site Monitoring and Evaluation Visit:** Prior to an on-site monitoring visit, the provider will receive a formal letter HSD, no less than thirty (30) days from the visit. The dates noted in the letter cannot be modified unless the contracted provider makes a formal request at least thirty (30) calendar days prior to the visit occurring. The approval of the request for change in the

monitoring dates is not guaranteed as there are multiple factors to be considered, however the goal is to work collaboratively with all parties to ensure an efficient and "hassle free" monitoring visit.

2. **Desk-top Monitoring and Evaluation:** Depending on the type of services provided, risk level, or during a declared emergency, a desk-top monitoring and evaluation may be conducted.

3. **Scope of Review:** The Monitoring and Evaluation is typically comprised of the elements listed in the Monitoring Administrative Review Elements and Monitoring Programmatic Review Results. The review may include additional elements, as needed, depending on the type of contract services. Contracted providers must consider all the evaluation items while developing, implementing, and practicing their programs, and to seek clarification and/or technical assistance, as needed.

   Once the monitoring and evaluation is completed, a copy of the final report including findings, concerns, or recommendations is submitted to the provider with forty-five (45) days of the exit interview. The Contract/Grant Administrator utilizes this report to provide technical assistance to the contracted provider to correct any issues and assist in the improvement of service delivery.

4. **Access Requirements**:

   a. Providers must allow County personnel reasonable access during all announced and unannounced visits to their service and administrative sites for examination of Agreement-related records and data, observation of service delivery, and interaction between clients and provider staff. Designated HSD staff will maintain the confidentiality of client services and records in full accordance with any federal or state laws mandating such confidentiality.

   b. Providers must make all records and client files relevant to the Agreement/Contract Adjustment accessible to County staff for inspection, review, copying (as permitted by law), and/or audit during the Agreement term and beyond. If any documentation is not readily available, Designated HSD staff will suspend payments until it is available and provided.

   c. Providers must permit Designated HSD staff to use digital photography to record the condition of its facilities unless prohibited by law or waived in writing by the CGA. Designated HSD staff will make a good faith effort to prevent photography of any client unless needed to record the client's condition.

E. CLIENT ELIGIBILITY AND VERIFICATION

Providers must verify an individual's eligibility as a part of the intake process for all individuals receiving services under the executed agreement with Broward County. **Each client's eligibility for services must be verified annually and documented in the HSSS**. Providers must provide services to Broward County residents regardless of ability to pay. Broward County Human Services Department Director or designee reserves the right to waive client eligibility requirements due to circumstances including, but not limited to, federal, state, or local emergency conditions as declared by the County Administrator.

1. **Verification of Eligibility**

   a. Clients and their families must reside in Broward County. Acceptable documentation of residency includes, but is not limited to:

      i. State-issued identification card with current address, as defined in the Florida Statute § 322.051.

      ii. Declaration of Domicile (may be obtained from Broward County Clerk's Office)

iii. Florida homestead exemption showing current address (must be in client's name or the name of the client's parent or guardian),

iv. Utility bill (must be in client's name or the name of the client's parent or guardian),

v. Current Florida voter registration card,

vi. Bank statement (must be in client's name or the name of the client's parent or guardian),

vii. Broward County vehicle insurance and registration (must be current and in client's name or the name of the client's parent or guardian), or

viii. Verification of Homelessness, or

ix. Youth enrollment in the Broward County School District (only applicable for The School Board of Broward County, Florida, Agreement).

b. Clients and their families must be uninsured, lack third-party insurance coverage or underinsured. Acceptable documentation of insurance includes, but is not limited to:

i. Letter or statement of coverage denial from Medicaid, Medicare, or another insurer,

ii. Letter or statement from an insurance carrier that shows that you or your family members aren't enrolled in or eligible for insurance coverage,

iii. Letter or statement from an insurance carrier showing that you or a family member are enrolled in an insurance program that's does not cover or has limited coverage for services being applied for,

c. Household income guidelines related to the Federal Poverty Level (FPL) are identified in the SSDM or the respective Handbook chapter. Acceptable documentation of income includes, but is not limited to:

i. Wages and tax statement (W-2 and/or 1099, including 1099 MISC, 1099G, 1099R, 1099SSA, 1099DIV, 1099SS, 1099INT). Must contain your first and last name, income amount, tax year, and employer name (if applicable).

ii. Two (2) most recent consecutive pay stubs

iii. Prior year's 1040 federal or state tax return. Must contain your first and last name, income amount, and tax year. If you file Schedule 1, you must submit it with your 1040.

iv. Self-employment ledger documentation (can be a Schedule C, the most recent quarterly or year-to-date profit and loss statement, or a self-employment ledger). Must contain your first and last name, company name, and income amount. If you're submitting a self-employment ledger, include the dates covered by the ledger, and the net income from profit/loss.

v. Proof of public assistance

vi. Disability benefits letter. Must contain first and last name, benefit amount, and frequency of pay.

vii. Unemployment Benefits Letter. Must contain your first and last name, source/agency, benefits amount, and duration (start and end date, if applicable).

viii. Other income or income status as attested to by the client, caregiver, or legal guardian, (*see Sample Signature Attestation Statement*).

d. Experiencing behavioral/mental health conditions, special needs, and/or homelessness. Acceptable documentation includes, but is not limited to:
    i. Completed assessment from provider or documentation from a third -party clinician of special needs diagnosis, developmental disability, or mental or behavioral health condition,
    ii. Certification of homelessness from provider or another third party, such as an outreach provider, emergency shelter intake worker.

F. CLIENT SATISFACTION

Providers are required to complete a client satisfaction survey annually and incorporate the following question into their survey process or provide clients an opportunity to rate their overall experience by asking*: "**How would you rate your satisfaction with services overall?"*** and using a 5-point Likert Scale.

***Note:** an additional question is unnecessary if the Provider's current survey includes this question and scale.*

Providers must aggregate the survey responses using the template provided by their assigned CGA and submit the data with the Quarter Two (2) and Quarter Four (4) reporting packets. ***The due dates for submission are April 10 and October 10.***

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CHAPTER V: CHILDREN'S SERVICES ADMINISTRATION SECTION

A. CHILDREN'S SERVICES ADMINISTRATION SECTION

The Children's Services Administration Section (CSA) is responsible for the development and administration of contracts for children's services program.

B. CONSENTS:

The County's System of Care also includes several specified programs and services. These include, but are not limited to:

1. Excluding the condition listed in 2, only the client's parent who have not had his/her parental rights terminated or a legal guardian can consent to services in accordance with Florida Statutes Chapter 39.
2. **Behavioral Health and Intervention Services (BHIS):**

a. Behavioral Health-Mental Health

i. Consent to Outpatient Mental Health Crisis Interventions for Minors:

Under F.S. § 394.4784, if a minor 13 years or older is experiencing an emotional crisis, they may seek mental health outpatient services and sign the required consent to services. A provider may utilize the minor's Broward County School registration to verify the minor's address. Providers are also required to follow the full language of the Statute and not provide medication and other somatic treatments, aversive stimuli, or substantial deprivation services nor exceed 2 visits during any 1-week period.

For purposes of this Statute, the disability of nonage is removed for any minor age 13 years or older to access services, this means that for the purposes of consent to outpatient mental health services during an emotional crisis, the minor is given the status of an adult and therefore can sign a consent form under the following circumstances:

a.) **Outpatient Diagnostic and Evaluation Services:** When any minor age 13 years or older experiences an emotional crisis to such degree that he or she perceives the need for professional assistance, he or she shall have the right to request, consent to, and receive mental health diagnostic and evaluative services provided by a licensed mental health professional, as defined by Florida Statutes, or in a mental health facility licensed by the state. The purpose of such services shall be to determine the severity of the problem and the potential for harm to the person or others if further professional services are not provided. Outpatient diagnostic and evaluative services shall not include medication and other somatic methods, aversive stimuli, or substantial deprivation. Such services shall not exceed two visits during any 1-week period in response to a crisis situation before parental consent is required for further services and may include parental participation when determined to be appropriate by the mental health professional or facility.

b.) **Outpatient Crisis Intervention, Therapy and Counseling Services:** When any minor age 13 years or older experiences an emotional crisis to such degree that he or she perceives the need for professional assistance, he or she shall have the right to request, consent to, and receive outpatient crisis intervention services including individual psychotherapy, group therapy, counseling, or other forms of verbal therapy provided by a licensed mental health professional, as defined by Florida Statutes, or in a mental health facility licensed by the state. Such services must not include medication and other somatic treatments, aversive stimuli, or substantial deprivation. Such services shall not exceed two visits during any 1-

week period in response to a crisis situation before parental consent is required for further services and may include parental participation when determined to be appropriate by the mental health professional or facility.

ii. **Liability for Payment:** The parent, parents, or legal guardian of a minor shall not be liable for payment for any such outpatient diagnostic and evaluation services or outpatient therapy and counseling services, as provided in this section, unless such parent, parents, or legal guardian participates in the outpatient diagnostic and evaluation services or outpatient therapy and counseling services and then only for the services rendered with such participation.

iii. **Provision of Services:** No licensed mental health professional shall be obligated to provide services to minors accorded the right to receive services under this section. Provision of such services shall be on a voluntary basis.

E. CSA ENGAGEMENT APPROACHES

Providers can use, but are not limited to, one of the seven (7) EBP/EIP listed below to address the needs of resistant clients through one of these motivational approaches. The following approaches are also recognized by SAMHSA's Evidence-based Programs and Practices Resource Center:

a. Cognitive Behavioral Therapy (CBT)
b. Motivational Enhancement Therapy (MET)
c. Motivational Interviewing (MI)
d. Solution Focused Brief Therapy (SFBT)
e. Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)
f. Transition to Independence Process (TIP)
g. Wraparound

F. ADDITIONAL INFORMATION

1. **CSA Flex Funds:** Flex funds are allowable as part of intervention services, as defined in Chapter II, General Information. Flex funds are resources that are critically needed to address the client's needs and are essential in supporting the client's individualized treatment or service plan goals, which are unavailable in the time frame from any other source. Efforts to identify and access other sources for the goods or services must be documented to support the use of flex funds. Instances when services or goods needed by the client are inaccessible due to funding eligibility criteria or the client's lack of resources are considered examples to justify flex fund use. The goods or services must be directly linked to client's documented treatment or service plan goals and a specific rationale must be provided on how the services or goods will help the client meet those goal(s).

   Flex funds may address emergency or non-emergency needs. When used for emergency needs, flex funds may be used to help with the immediate circumstances but may not be used on an ongoing basis. There must be a documented plan to address the ongoing issue and/or circumstances on a longer-term basis. For all flex funds (emergency and non-emergency), the provider should work with the client to develop a budget that identifies flex fund use.

   The County will provide flex funds on a reimbursement basis. All flex fund reimbursement requests must be submitted with the monthly invoice and include receipts. Use of flex funds must comply with CSA criteria and any subsequent communication from the County.

   a. The County must approve a written flex fund policy and procedure that specifies the

appropriate purpose and uses of flex funds and include their current or proposed Flex Fund policy.

b. The policy must include the following:

i. Appropriate purposes and uses for flex fund expenditures that clearly support the program.

ii. An approval process for authorization of flex funds so that requests are uniformly processed for submission, reviewed, and approved by appropriate levels of staff.

iii. A system for dispensing and tracking the funds that includes specific details such as "who, what, when, why, and how much".

iv. A system for collecting and maintaining records of requests, checks, receipts, and other supporting documentation to be provided to the County with the invoice for billing to receive appropriate reimbursement.

v. A copy of the budget developed with the client that demonstrates how the flex funds will assist the client to obtain and maintain financial stability.

Flex funds must not be distributed via checks or cash directly payable to the client, and this must be documented in the policy and procedure. Checks must be payable to the specific vendor that will provide the service or goods. If gift cards are used, the flex fund policy and procedure must specifically address how the cards will be secured and ensure cards are disbursed and used for purposes aligned with the client's treatment or service plans. Tracking (including details on who has issued the gift card, date, amount, purpose, and signature by the client to confirm receipts) of gift cards is required. Flex funds must be included in applicant proposals and project budgets at a maximum of $350 per Client per year, unless a different amount is specified in the Taxonomy Definitions and Credentials table located in the Handbook.

2. **Evidence Based and Evidence Informed Practices (EBP/ EIP):** Broward County provides behavioral health services that are based on the best evidence available to improve both outcomes and the quality of life for clients and their families. Use of an EBP or EIP for all service categories funded by CSA is preferred/recommended unless otherwise indicated in the Agreement.

   Funds are allocated for scientific, evidence-based services that have proven efficacy and effectiveness in treatment practices and their impact on children and their families to improve the quality of services to children. This scientific research-based method of evaluating treatment practices aims to move away from clinical, opinion-based decisions. Instead, such practices document efforts to assure fidelity and measure the impact of the practice on the child and family.

   More information regarding the EBPs may be obtained by accessing the following website: National Registry of Evidence-Based Programs and Practices (NREPP).

   The County must approve the EBP for use in the service categories of Behavioral Health and Intervention, and Substance Use/Dual Diagnosis. Recommended practices are listed below. Refer to CSA Definitions in Chapter II, Section A.

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CHAPTER VI: HEALTH CARE SERVICES SECTION

A. HEALTH CARE SERVICES SECTION

The Health Care Services (HCS) Section is responsible for providing Broward County's eligible residents with high quality contracted health care services through partnerships with providers and stakeholders. Additionally, the Section shall manage an array of contracted services for people living with HIV/AIDS funded by the Federal Ryan White HIV/AIDS Treatment Extension Act of 2009.

The County also contributes match funding to assist approved community mental health and substance use treatment Providers receiving adult mental health services funds from Florida Department of Children and Families (DCF) through Broward Behavioral Health Coalition (BBHC) to meet a portion of the County's local match obligation.

B. CONSENTS

1. When applicable, consent for an adult client with limited capacity is required to be given by a parent who have not had his/her parental rights terminated or a legal guardian.
2. **HCS Flex Funds:** Flex funds are allowable as part of intervention services, as defined in Chapter II. Flex funds are resources that are critically needed to address the client's needs and are essential in supporting the client's individualized treatment or service plan goals, which are unavailable in the time frame from any other source. Efforts to identify and access other sources for the goods or services must be documented to support the use of flex funds. Instances when services or goods needed by the client are inaccessible due to funding eligibility criteria or the client's lack of resources are considered examples to justify flex fund use. The goods or services must be directly linked to client's documented treatment or service plan goals and a specific rationale must be provided on how the services or goods will help the client meet those goal(s).

   Flex funds may address emergency or non-emergency needs. When used for emergency needs, flex funds may be used to help with the immediate circumstances but may not be used on an ongoing basis. There must be a documented plan to address the ongoing issue and/or circumstances on a longer-term basis. For all flex funds (emergency and non-emergency), the provider should work with the client to develop a budget that identifies flex fund use.

   The County will provide flex funds on a reimbursement basis. All flex fund reimbursement requests must be submitted with the monthly invoice and include receipts. Use of flex funds must comply with Broward County HCS Section's criteria for flex funds and any subsequent communication from the County. The County will provide flex funds on a reimbursement basis. All flex fund reimbursement requests must be submitted with the monthly invoice and include receipts. Use of flex funds must comply with CSA criteria and any subsequent communication from the County. Flex funds must not be distributed via checks or cash directly payable to the client, which must be documented in the policy and procedure.

   a. The County must approve a written flex fund policy and procedure that specifies the appropriate purpose and uses of flex funds and include their current or proposed Flex Fund policy.

   b. The policy must include the following:

      i. Appropriate purposes and uses for flex fund expenditures that clearly support the program.

      ii. An approval process for authorization of flex funds so that requests are uniformly

processed for submission, reviewed, and approved by appropriate levels of staff.

iii. A system for dispensing and tracking the funds that includes specific details such as “who, what, when, why, and how much”.

iv. A system for collecting and maintaining records of requests, checks, receipts, and other supporting documentation to be provided to the County with the invoice for billing to receive appropriate reimbursement.

v. A copy of the budget developed with the client that demonstrates how the flex funds will assist the client to obtain and maintain financial stability.

Flex funds must not be distributed via checks or cash directly payable to the client, and this must be documented in the policy and procedure. Checks must be payable to the specific vendor that will provide the service or goods. If gift cards are used, the flex fund policy and procedure must specifically address how the cards will be secured and ensure cards are disbursed and used for purposes aligned with the client’s treatment or service plans. Tracking (including details on who has issued the gift card, date, amount, purpose, and signature by the client to confirm receipts) of gift cards is required. An Applicant agency (Applicant) may include flex funds in the proposal and project budget for a maximum amount per client per year, as specified in the taxonomy table.

C. **Local Match:** Florida Statutes Section 394.457 designates the Department of Children and Family Services (DCF) as the "Mental Health Authority" of Florida and contracts for the provision of mental health services. Florida Statutes Section 394.76(3)(b) describes the local match requirement for contracted community mental health and substance use treatment services and programs. Pursuant to these statutes, the State of Florida Administrative Code Section 65E-14.005 (the "Rule") outlines the matching dollar requirements and guidelines in more detail..

In 2011, DCF selected Broward Behavioral Health Coalition (BBHC) to be the managing entity for mental health services in Broward County. BBHC's responsibilities includes the management and payment of DCF-funded services where local match is required based on the above-referenced statutes and code.

To apply for Broward County Local Match (Local Match) funding, a provider must currently receive funding from DCF, Circuit 17, through a contract with BBHC. The contract(s) must be for the provision of community mental health or substance use treatment services and programs per Florida Statutes Section 394.76(9)(a) and be Local Match-eligible in accordance with the Rule. To maximize the amount of funding eligible to non-profit agencies in Broward County, the HSD has made a business decision that ***for-profit organizations, tax-supported hospital districts, and governmental organizations are not eligible to apply for these funds.***

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CHAPTER VII: RYAN WHITE PART A

A. RYAN WHITE HIV/AIDS PROGRAM

The Ryan White HIV/AIDS Treatment Extension Act of 2009 (Ryan White Act) is administered by the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB). The Ryan White Act aims to provide a comprehensive system of HIV primary medical care, support services, and medications for low-income people with HIV (PWH) who are uninsured, underinsured or underserved. Although the Ryan White Act has currently expired, the U.S. Congress annually appropriates funding for the program.

Broward County receives Ryan White HIV/AIDS Program funding under Title XXVI of the Public Health Service (PHS) Act as amended by the Ryan White Act. Broward County's HSD, HCS, has been delegated as the administrative entity (Recipient) responsible for fiscal and programmatic oversight of the Part A Program. Each year Broward County is awarded funding through three primary funding sources comprised of Formula, Supplemental, and Minority AIDS Initiative (MAI):

1. Formula Grants are based on reported living HIV/AIDS cases initially diagnosed in Broward County as of December 31 in the most recent calendar year for which data is available.
2. Supplemental Grants are awarded competitively based on demonstrated need and other performance criteria.
3. MAI funding is intended to reduce disparities and improve HIV care and health outcomes for disproportionately affected minority populations.

B. BILLING/INVOICING/ MATCH REQUIREMENT/ CO-PAY

Reimbursement requests will only be processed and approved once required data has been entered into the Provide Enterprise Software System (PE). Refer to the Invoicing Section (Chapter 14) of the PE User Guide for instructions regarding invoicing.

C. REQUIRED REPORTS

i. **Ryan White Services Report (RSR):** The RSR is an annual HRSA requirement. All Ryan White HIV/AIDS Programs have responsibilities in the administration and allocation of grant funds, evaluation of programs for the population served, and improvement in quality of care. Accurate records of providers receiving HRSA funding, services provided, and clients served continue to be critical to the implementation of the legislation and thus contracted Providers must fulfill this requirement. This report (for applicable service categories) also requires client-level data reporting on the characteristics of the funded grant recipients and clients served. Once notification from HRSA with the annual RSR report due dates is received, the Recipient sends letters to providers with the applicable resource materials and due dates.

ii. **Office of Pharmacy Affairs (OPA) Report:** Ryan White AIDS Pharmaceutical Assistance funded providers must enroll, and report annually discounted drugs purchased through HRSA's 340B Drug Pricing Program. Providers include Federally Qualified Health Centers, Ryan White HIV/AIDS Program recipients, and certain types of hospitals and specialized clinics. Providers must certify in writing with each monthly invoice that medications distributed through their Agreement were purchased and invoiced to Broward County at the Florida Medicaid rate, 340B Pricing (Public Health Service Pricing), or lower drug pricing. Providers are also required to complete an annual certification upon notification of the due date from OPA by the Recipient. The agency on file will receive notification of the annual report due date to OPA. This report is not applicable to other Ryan White Part A funded services.

iii. **Quarterly Outcomes Report:** Requirements are referenced in the general section of this

handbook. The due dates for this program are on or before June 30, September 30, December 30, and March 30. Generation and submission must be through the Provide Enterprise Software System.

iv. **Quarterly Narrative Report:** Reports must be completed for each service category. Quarterly narrative reporting contributes to a comprehensive assessment of the Continuum and provides information needed by CPD for other reports.

v. **Required Reports:** The provider must submit all required reports (including but not limited to Quarterly Demographic/Performance Reports) outlined in its Agreement with the County within the designated time frames. In the event services similar or identical to those in the Agreement are purchased and/or subsidized in whole or in part by another funding source, and upon request by the County, the provider must submit a written report containing the same level of information concerning these services as is required on invoices and supporting documentation.

vi. **Accreditation Reports and Monitoring Reports from Other Agencies:** Providers must submit any monitoring reports and/or accreditation reports from other agencies or funding sources for services like those being purchased under the Agreement within 30 calendar days of receipt.

D. OTHER

1. **National Monitoring Standards highlights** of key fiscal areas are summarized below:

   a. **Provider Budgets and Budget Narratives:** A Line Item Budget and detailed Budget Narrative that are compliant with the applicable Office of Management and Budget Circular (*refer to* National Monitoring Standards for RWHAP Part A Recipients, *Section A, page 72*) are required for each Ryan White Part A funded service category .

   b. **Expenditure Reporting:** A Quarterly Expense Report is required for each Ryan White Part A, MAI and EHE funded service category at the end of the quarter (*refer to* National Monitoring Standards for RWHAP Part A Recipients, *Section A, page 72*).

   c. **Sliding fee scale:** All individuals receiving services who earn above 100% of FPL are subject to charges from service providers using a sliding fee scale. The sliding fee scale will be based on the most current FPL guidelines and must be made available to the public (*refer to* National Monitoring Standards for RWHAP Part A Recipients, *Section D, page 92).*

   d. **Caps on Client Service Charges:** Client charges for services will be capped based on the client's annual aggregate medical charges and gross income. Imposition of charges must conform to the following:

Individual/Family Annual Gross Income	Total Allowable Annual Charges
Equal to or Below Official Poverty Line	No Charges Permitted
101% to 200% of the Official Poverty Line	5% or less of the Gross Income Level
201% to 300% of the Official Poverty Line	7% or less of the Gross Income Level

301% or greater of the Official Poverty Line	10% or less of the Gross Income Level

The term "aggregate medical charges" refers to the annual charges imposed for all such services without regard to whether they are characterized as enrollment fees, premiums, deductibles, cost sharing, co-payments, co-insurance, or other charges for services *(refer to* National Monitoring Standards for RWHAP Part A Recipients, *Section D, page 92).*

e. **Program Income:** Ryan White HIV/AIDS Program legislation requires providers to track and account for all program income, as defined in in 2 C.F.R. § 200.307. Program income is derived from an activity or service funded by the Ryan White Part A HIV/AIDS Program, such as 340B income, sliding scale fees or other client cost-sharing payments, including direct payment, or reimbursements received from Medicaid, Medicare, and third-party insurance *(*refer *to* National Monitoring Standards for RWHAP Part A Recipients, *Section C, page 86).*

f. **Time and Effort:** Federal regulation requires that all employees charged to a federal grant must maintain time and effort reporting. Time and effort reporting procedures must clearly identify the percentage of time each staff member devotes to a service category in accordance with the approved budget. One hundred percent of an employee's time must be identified, tracked, and documented *(refer to* Office of Management and Budget Circular *Uniform Guidance).*

b. **Client Grievance Process:** The provider will establish and maintain an Internal Client Grievance Process. At a minimum, the process must include:

   i. A detailed description of the client's right to file a grievance regarding service quality and the way services were provided. The procedure must include a complete description of the timeline of the grievance process, a description of actions to be taken to render a decision regarding the complaint, the process for the client to file an appeal, and specific grievance forms.
   ii. Grievance procedures and a Statement of Client's Rights and Responsibilities must be made available to clients in English, Spanish, and Creole languages and must be documented in client chart(s) and available upon request for review.
   iii. The provider must visibly post a notice of the organization's internal Grievance Policy in client areas, including on patient information boards, near elevators or exits in treatment and other general service areas and waiting rooms.

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CHAPTER VIII: HOUSING OPTIONS, SOLUTIONS, AND SUPPORTS DIVISION

A. INTRODUCTION

All organizations providing homeless services through a contractual Agreement with Broward County must adhere to the standards and other requirements below and as set forth in the Contract Adjustments as described in the Standard Terms:

1. Providers must be active participants in the Homeless Continuum of Care and operate consistently with United States Department of Housing and Urban Development (HUD), Florida Department of Children and Families (DCF), and Broward County rules, regulations, ordinance(s), and requirements
2. Providers must engage in planning and coordination efforts with "A Way Home," Broward County, Florida's Annual Plan (Strategic Plan) to End Homelessness as adopted on December 6, 2005, revised on August 27, 2013, December of 2018, February 2019 and updated again in 2023 and 2025.
3. Providers must adhere to the current Broward County Homeless Continuum of Care-FL-601 HMIS Policies and Procedure Manual adopted by the Broward HCoC on May 24, 2023 accessible online at Homeless Management Information Systems Policies and Procedure Manual
4. Providers must complete and submit to County the program's HMIS Billing Summary report with Provider's monthly invoices for the Initial Term and each Option Period thereafter.
5. Providers must immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline or the statewide toll-free telephone number (1-800-96ABUSE), in accordance with Florida Statutes, Chapters 39 Proceedings Relating to Children and Chapter 415 Adult Protective Services, as amended. The foregoing provision is binding upon both Providers and their employees.

B. HOUSING OPTIONS, SOLUTIONS AND SUPPORTS COLLABORATIVE APPLICANT

The Commission designates HOSS-D as the Collaborative Applicant for HUD, the HCoC, and the HCoC Advisory Board Coordinator. HOSS-D coordinates and administers an array of funding to implement innovative, effective, outcome-based approaches to alleviate homelessness and its causes in Broward County through the Continuum of Care and the HEARTH Act. The County is also the lead agency for the Homeless Management Information Systems.

C. LEGISLATIVE AUTHORITY

The HCoC Advisory Board and HOSS-D will advocate on behalf of the Continuum of Care, as defined by the McKinney-Vento Homeless Assistance Act, as amended, (Act), and, to provide collaborative local homeless assistance efforts through the network of providers in Broward County.

The was published on July 31, 2012 and took effect on August 30, 2012. The purpose of the regulation is to:

1. Return households who experience homelessness to permanent housing in less than 30 days.
2. Consolidate the Supportive Housing Program (SHP), Shelter Plus Care Program (SPC), and the Section 8 Moderate Rehabilitation Program.
3. Promote community-wide commitment to the goal of ending homelessness.
4. Provide funding to quickly rehouse homeless individuals and families while minimizing trauma and dislocation.

5. Promote access to mainstream benefits.
6. Optimize self-sufficiency.
7. Provide funding to support the HCoC structure & process.
8. Codify the HCoC structure & process.
9. **The substantial changes prompted by the HEARTH ACT include, but are not limited to:**
    a. A consolidation of HUD's competitive grant programs.
    b. The creation of a Rural Housing Stability Program.
    c. A change in HUD's definition of homelessness and chronic homelessness.
    d. A simplified match requirement.
    e. An increase in prevention resources; and
    f. An increase in the emphasis on performance.
10. **HEARTH ACT Goals and Objectives have an emphasis on:**
    a. Reducing the amount of time people spend literally homeless (average of 30 days).
    b. Reducing the episodes of homelessness for individuals and families; and
    c. Reducing the number of people who become homeless.
11. **The focus is on:**
    a. Permanent Housing
    b. Homelessness Prevention
    c. HMIS Data completeness, accuracy, and timeliness
    d. System Performance Measures and Outcomes
    e. Longitudinal Systems Analysis (LSA) Measurement and Data
    f. Point in Time Count
    g. Homeless Inventory Count

D. HCOC STANDARDS

1. **Providers must adhere to the** Broward County Homeless Continuum of Care Written Standards of Care.

    HCoC-funded interventions (Street Outreach, ES, Transitional Housing, RRH, Shelter plus Care, PSH, and Supportive Services and all contracted ancillary services must adhere to the following standards:

    a. Use of an evidence-based practice, evidence informed model, or promising practice that emphasizes a priority to house eligible individuals and families experiencing homelessness and requires supportive services. Providers should quickly and successfully connect eligible individuals and families experiencing homelessness to permanent housing. Participation in supportive services is required of all program participants and are offered to maximize housing stability and prevent returns to homelessness.

    b. **Fair Housing Act:** The Fair Housing Act prohibits discrimination because of race, color, national origin, religion, sex, familial status, and disability. HUD's Office of Fair Housing and Equal Opportunity (FHEO) works to eliminate housing discrimination and promote civil

rights and economic opportunity through housing.

2. **Providers must achieve the following goals:**

   a. **Rapid exit from homelessness:** Providers must work to move individuals and families experiencing homelessness into permanent housing as quickly as possible. Emergency Shelter (ES) Providers must refer families and individuals to Transitional Housing (TH), RRH, PSH, or another stable housing intervention that is deemed the most appropriate and least restrictive as quickly as possible. PSH Providers must utilize streamlined intake processes to ensure literally homeless individuals and families (coming directly from the streets) are prioritized. HOSS-D monitors and measures the processing of all housing referrals in accordance with the Broward County Homeless Continuum of Care Written Standards of Care. Providers are measured based on the following factors: the time from receipt to acceptance of referral in HMIS -, the time from acceptance to intake, the time from intake to housing search, and the time from housing search to "keys in hands." The goal is to decrease the time from referral to "keys in hand" from 120 days to 90 days. The time from referral to "keys in hand" is one of the weighted elements that impacts scoring and ranking in the HUD CoC Program Notice of Funding Opportunity (NOFO).

   b. **Minimal barriers to program entry:** Providers must remove barriers to entry into the program to qualified individuals and families to ensure access for those with the most severe needs and longest histories of homelessness. However, providers that serve people experiencing homelessness are not required to serve/house persons who refuse to participate in supportive services, are not compliant with mental health or substance use counseling requirements, or pose a danger to themselves, staff, or other residents. Providers are required to work with clients to collect and secure any missing information/items that were not previously collected when applying the "Minimal barrier to program entry procedure".

   c. **Supportive Services:** Supportive Services are made available as required by HUD guidelines. Individuals diagnosed with substance use disorders, or a disability shall be required to engage in counseling. All participants (individuals or family) are required to participate in supportive services to ensure sustainability in housing.

   d. **Program Expectations:** Providers will ensure the following elements are clearly outlined, demonstrated, and documented regarding programs:

   e. **Housing Plans/Service Plans/Employment Plans:** Housing Plans, Service and/or Employment Plans must be detailed, individualized and comprehensive. Housing Plans and/or Service Plans must be created at the time of intake to any housing intervention and must be updated regularly depending upon the length of time clients spend in the program. Once goals are met, the completion must be indicated on the plan, and if necessary new goals need to be set. Providers who use HMIS must upload Housing, Service and or Employment plans into HMIS.

E. COORDINATED ENTRY/ASSESSMENT

All shelter and housing providers must participate in the HCoC Coordinated Entry and Assessment process. Coordinated entry for shelters is facilitated through the Street Outreach provider. Coordinated entry for RRH, PSH and Transitional Housing is facilitated through the County's Coordinated Entry and Assessment Team.

F. NONDISCRIMINATION REQUIREMENTS

Providers must comply with the nondiscrimination provisions of Federal civil rights laws, including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Title II or III of the Americans with Disabilities Act as applicable.

1. The provider must ensure the following items are incorporated into the provision of services to families:
    a. Keeping Families Intact: Providers are required to serve everyone in the family. Therefore, providers should not separate family members, (regardless of age, gender, or other factors) from other family members during their program stay. However, there are exceptions for families that consist of adults over 18. Providers may find additional information at the HUD Exchange.

G. CLIENT ELIGIBILITY FOR SERVICES

All Clients must be living in Broward County and meet the definition of homelessness as described by HUD and summarized by the Criteria and Recordkeeping Requirements for Definition of Homelessness. Unless otherwise indicated in the Agreement, client eligibility is limited to persons experiencing homelessness under Categories 1 and 4. All providers must maintain documentation of homeless eligibility in accordance with 24 CFR 578.103 recordkeeping requirements located at HEARTH Act Final Rule, 24 CFR 576.500(b), CPD-16-11, and CPD-17-01.

Program	Eligibility Criteria	Additional Information
RRH ESG	Homeless Categories 1 and 4	RRH ESG Eligibility
RRH Broward County HCoC	Homeless Categories 1 and 4 and clients must be at or less than 50% of the Area Median Income with the preference of 30% of AMI	RRH HCoC Eligibility
RRH HUD	Homeless Categories 1 and 4 and no income requirement.	**RRH HUD Eligiblity**
Permanent Supportive Housing (PSH) HUD	Homeless Categories 1 and 4. Some programs require Chronic Homelessness and disability.	PSH Eligibility
Permanent Supportive Housing (PSH) General Fund	Homeless Categories 1 and 4.	
Emergency Shelter beds General Funds	Homeless Categories 1 and 4	Emergency Shelter beds General Funds
Transitional Housing CoC & HUD	**Homeless Categories 1 and 4 transitional housing impacts chronicity**	Transitional Housing HCoC & HUD

1. Client Documentation

a. Client HMIS files must contain the following:
    i. Release of Information.
    ii. Signed Consent to receive Service(s)
    iii. Verification of Homelessness
    iv. Documentation of Client eligibility
    v. Required Sub Assessments (VISPDAT/VIFSPDAT, Housing Barrier Assessment).
    vi. Client ID, Birth Certificate, Proof of Broward County residency (If applicable).

vii. Entry/ Exit date into the program.

viii. Housing related documentation (PSH, RRH)

1. Lease (Initial & yearly)
2. Rent Reasonableness (Initial and yearly)
3. Fair Market Rent Documentation (Initial and yearly)
4. Rent Calculation (initial and each time income was changed or new lease)
5. Housing Quality Inspection (INSPIRE)
6. Deposit Addendum (If applicable)
7. Step Down documentation (RRH)

ix. Initial and updated Housing, , and/ or Service Plans (Reviewed at least quarterly and with the appropriate signatures).

x. Certification and Recertification of RRH eligibility (Every 90 days).

xi. Initial and updated Income and source assessment (Reviewed at least quarterly).

xii. Case Notes with signature and date.

xiii. A form indicating clients received a copy of the provider's grievance procedure and client rights.

H. HUD/DCF/GENERAL FUNDS RECORDKEEPING REQUIREMENTS

Agencies that are required by federal, state and County regulation and/or statutes participating in the Broward HCoC must adhere to the following requirements:

1. **Recordkeeping Requirements:**

   All records containing personally identifying information must be kept secure and confidential.

2. Programs must have a written confidentiality/privacy policy and notice, a copy of which should be made available to participants if requested.

I. HOMELESS CATEGORIES DOCUMENTATION

Documentation of homelessness must follow HUD's guidelines as mentioned in CPD-16-11 Notice on Prioritizing Persons Experiencing Chronic Homelessness and Other Vulnerable Homeless Persons in Permanent Supportive Housing and as, listed below in order of preference and explained in Appendix D:

1. **Category 1 - Literally Homeless:** Documentation includes third-party verification; written observation by an outreach worker; or certification by the individual or head of household seeking assistance stating he / she was living on the streets or in a shelter.
2. **Category 2 - Imminent Risk of Homelessness:** Documentation includes a court order resulting from an eviction action notifying the individual or family they must leave within fourteen (14) days; OR, for an individual or family leaving a hotel or motel, evidence they lack the financial resources to stay; OR a documented written or oral statement that the individual or family will be literally homeless within fourteen (14) days AND self-certification or other written documentation that the individual lacks the financial resources and support needed to obtain permanent housing.

3. **Category 3 - Homeless Under Other Federal Statutes:** Documentation includes third-party verification or written observation by an outreach worker.
4. **Category 4 - Fleeing or Attempting to Flee Domestic Violence:**
    a. For victim service Providers: Documentation includes an oral statement by the individual or head of household seeking assistance that states they are fleeing, they have no subsequent residence, and they lack resources. The statement must be documented by a self-certification or certification by the intake worker.
    b. For non-victim service Providers: Documentation includes an oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; and certification by the individual or head of household that no subsequent residence has been identified; and self-certification or other written documentation that the individual or family lacks the financial resources and support networks to obtain other permanent housing
    c. Victims are not required to provide a police report, order of protection, or other court documentation as evidence of domestic violence as providers must recognize that requiring these documents can raise lethality of a situation.
5. The following are also required in client files:
    i. A record of services and assistance provided to each participant.
    ii. Documentation of any applicable requirements for providing services / assistance.
    iii. Documentation of CEA system usage.
    iv. Documentation of HMIS usage.
    v. Records must be retained for the time prescribed by HUD.

J. FINANCIAL RECORDKEEPING REQUIREMENTS

1. Documentation for all expenses charged to the grant.
2. Documentation that funds were spent on allowable costs.
3. Documentation of the receipt and use of program income.
4. Documentation of compliance with expenditure limits and deadlines.
5. Retain copies of all Agreements as applicable; and
6. Documentation of amount, source, and use of resources for each match contribution.

K. PROVIDERS FUNDED FOR HOUSING

Providers must use Rent Reasonableness and Housing Quality Standards.

1. **Rent Reasonableness:** Refer to the Rent Reasonableness Checklist for a sample. Visit Fair Market Rents (FMR) for information. NOTE: If the HEARTH Act and the HUD NOFO provide different standards for Rent Reasonableness, the HUD NOFO standards/requirements prevail. Visit Department of Housing and Urban Development, 24 CFR 578.51, Rental Assistance, at the specific chapters highlighted above, for further information on Rent Reasonableness.
2. **Inspection Standards NSPIRE:** Housing, as described above, must meet NSPIRE standards. (Effective October 1, 2025).
    a. The dwelling unit must have at least one bedroom or living/sleeping room for every

two persons, meet state and local codes, and have a valid Certificate of Occupancy, if applicable.

b. Housing must meet the lead-based paint requirements found at 24 CFR 982.401. Requirements apply to all units built before 1978 that are occupied or can be occupied by families with children less than six (6) years of age or pregnant women.

c. HUD and ESG - funded providers must request the County complete an environmental review of the proposed housing prior to the use of proposed housing. Providers must confirm with the County that the review of the proposed housing has been completed and approved by Broward County's Housing, Finance, and Community Development Division. See HUD's environmental review flow chart.

3. **Security Deposit:** Providers who provide housing rental assistance must include funds in their budget for security deposits to cover all vacant units to be filled.

L. TERMINATION POLICY

Prior to being discharged from any permanent housing project, client(s) must be afforded Due Process. Providers must maintain termination policies consistent with 24 CFR 578.91. Providers must give clients a written copy of the grievance policy, termination policy, program requirements, and conditions when the individual or family enters the program.

1. The termination of the client(s) from permanent housing projects must be coordinated by the provider in consultation with the County's CGA. If requested by any party, a staffing will be held with the provider, client, and County staff to address the reason for termination. Notification of termination must be sent to the County's designated CGA.

   a. Policies must allow for flexibility and consideration of mitigating circumstances.

   b. The termination process must recognize the rights of the individual receiving assistance and include an appeal process.

2. When initiating client termination proceedings, the provider must:

   a. Issue a written notice at least 30 days prior to the client and the CGA (including the reason(s) for the termination).

   b. Provide for a review of the termination decision, which includes allowing the program participant to provide oral or written objections; and (Note: The review cannot be conducted by the person who made the original termination decision or a subordinate of that person.)

   c. Issue a written notice to the client and the CGA, within no more than 30 days after the final determination has been made.

3. **Termination vs. Eviction:** Eviction is a legal action taken by a landlord to remove of a tenant from housing due to a lease violation or nonpayment of rent. The provider may still serve the client by moving them to another unit. ***NOTE:*** *Client eviction does not prohibit the provider from serving the same individual or family later; however, this needs to be reviewed on a case-by-case basis, especially when the termination is related to the health and safety of others.*

   The HOSS-D Director, or his/her designee, may waive the requirement in 2.a. above and require a 10 day notice period if the Director/designee determines, in their sole discretion, that a 30 day notice period would endanger the health and safety of the client, another member of the household, a roommate in a shared housing arrangement, county staff, the landlord, or neighbors.

M. CONFLICT OF INTEREST

All providers must ensure conflicts of interest and/or the appearance of conflicts of interest are documented and satisfactorily meet the threshold requirements for an exception as detailed in 25 CFR 578.95 25 CFR 578.95. Signed statements declaring or denying Conflicts of Interest are required from all provider's staff and any provider's board members directly or indirectly involved with the project. Statements must be updated annually. Additionally, the client intake form must include explicit inquiries about conflicts of interest and be signed by the client at intake.

N. BILLING/INVOICING/MATCH/PROGRAM INCOME

Invoices must be submitted by the 10th of each month following services unless otherwise directed by the Agreement or an attached addendum. The following requirements apply to HUD-funded providers:

1. **HUD Invoice Template:** Providers must complete the HUD Invoice Template documentation provided by the CGA. HUD Match requirements are available as described in Chapter III, D. Match Requirements.
2. **Department of Children and Families invoice and supporting documentation:** Providers must complete the DCF Invoice Template documentation provided by the CGA.
3. **Program Income:** Program Income is defined in 24 CFR § 578.97 of the HEARTH Act. Program Income is to be used for eligible activities and must be spent prior to the drawdown of additional grant funds. All Program Income activity is to be reported on the Monthly Invoice unless otherwise directed. Refer to the HUD Invoice Template and instructions.
4. **Program Income Tracking Form:** For those projects that do collect Program Income, a Program Income Tracking Form must accompany the monthly invoice.

O. REPORTS

HOSS-D contracted providers are required to complete and submit the following:

1. **Required Reports:**

   The provider must submit all required reports (including but not limited to Quarterly Reports) in its Agreement within the designated time frames. In the event services similar or identical to those in the Agreement are purchased and/or subsidized in whole or in part by another funding source, and upon request by the County, the provider must submit a written report containing the same level of information concerning these services as is required on invoices and supporting documentation. The provider must submit any monitoring reports and/or accreditation reports from other agencies or funding sources for services like those being purchased under the Agreement within 30 calendar days of receipt.

2. **Required Forms:** Refer to Appendix I.

3. **HUD Reports and due dates:**

   a. The chart below provides an overview of mandatory reports that must be submitted to HUD. Providers are expected to have all data errors reduced to 3% or below. Providers must review these data quality no less than quarterly. The HMIS Art data quality report will provide an overview of data errors.

Report	Description	Due Date
Homeless Management Information System (HMIS) Annual Performance Report (APR)	Per 578.103(e), "the recipient must collect and report data on its use of Continuum of Care funds in an APR, as well as in any additional reports as and when required by HUD."	Due annually, no later than 90 days after the operating end date of the grant.
Housing Inventory Count (HIC) Report	The HIC is a point-in-time inventory of provider programs within a CoC that provide beds and units dedicated to serve people experiencing homelessness (and, for permanent housing projects, where homeless at entry, per the **HUD homeless definition**), categorized by five Program Types: Emergency Shelter; Transitional Housing; Rapid Re-housing; Safe Haven; and Permanent Supportive Housing.	Due Annually
HMIS Data Report Card	HMIS Data Report Card is a tool that assesses the quality of data collected by the HMIS. The report card evaluates data quality in three areas: Data completeness, Data accuracy, and Data timeliness.	Due Monthly
Monthly/Quarterly Interim PIT Counts	The PIT Count is a count of sheltered and unsheltered people experiencing homelessness	Due Monthly/Quarterly as indicated on the HUD Exchange.
Program Income Report	This report gives information that helps fulfill Citizen Participation requirements to report on the amount of funds it has available for the program year (including program income, how much was committed, and how much was spent).	Due Annually
Match Source and Use Documentation	**Match:** The amount of resources contributed by the awardee to a project, in the form of cash, in-kind, or donated materials. The match is used to fund eligible project costs. -	Due Monthly

b. Updated Annual Reporting Submission Calendar: HUD has developed a new platform, the Homelessness Data Exchange, version 2.0, where CoCs submit Longitudinal Systems Analysis (LSA) data (replacing previous AHAR data submissions) and access Stella, HUD's new strategy and analysis tool.

System-wide Report	Open Date	Completion Date
LSA Preparatory Work with HMIS Software Providers	To be announced by HUD	To be announced by HUD
LSA Submission in HDX 2.0	To be announced by HUD	To be announced by HUD
LSA Data Cleaning and Confirmation in HDX 2.0	To be announced by HUD	To be announced by HUD

System-wide Report	Open Date	Completion Date
System Performance Measures Submission	To be announced by HUD	To be announced by HUD
HIC and PIT Count Data Submission in HDX 2.0	To be announced by HUD	To be announced by HUD

c. The latest updates to HMIS Data Elements are posted to the HUD Exchange HMIS Data Standards. ESG and HOPWA added new CV funding sources; no other data collection changes were made.

d. **ESG CAPER Reporting Requirements:** Providers with HUD funding received through the Emergency Solutions Grants (ESG) Program are required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) to HUD annually. Data collection for the ESG portion of the CAPER is aligned with the most recent version of the Homeless Management Information System (HMIS) Data Standards.

i. ESG recipients may submit their accomplishment data in the Sage HMIS Reporting Repository (Sage).

ii. HUD has created a separate Sage User Manual that contains all the information you need to know about how to use the Sage HMIS Reporting Repository system. The User manual is accessible through either the HUD Exchange or directly in Sage in the resources tab.

P. OTHER

1. **License Requirements** for providers of Substance Abuse Services, refer to Chapter II, General Information.
2. For Background Screening Requirements, refer to Appendix II. Providers whose staff have any direct contact with clients will need Level 2 background screening on file and updated accordingly.
3. **HUD CoC Funded Programs:** HCoC funds are awarded annually based on a competitive process known as the Notice of Funding Opportunity (NOFO). The NOFO is published annually on Grants.gov for HUD's Discretionary Funding Programs. This notice describes the type of funding available on a competitive basis and provides a contact where an application may be submitted, typically up to 60 to 90 days from the date of NOFO publication. Selections will then be made based on specific factors and criteria identified within the NOFO. Based on the most recent HUD NOFO, providers with HUD projects may be subjected to additional requirements.
4. Ensure all timeframes are met.
5. HOSS-D staff will make both announced and unannounced visits as deemed necessary.
6. Applicable Service Delivery Models must be followed.

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CHAPTER IX: FAMILY SUCCESS ADMINISTRATION DIVISION

A. FSAD PROGRAMS

FSAD delivers customer-friendly, competent, and results-oriented services to Broward County residents, providing one-stop service and point-of service, single entry access to a wide range of FSAD and community programs. Service plans are individualized establishing goals and objectives that incorporate the unique strengths, abilities, needs and preferences of the customer. Some service plans address urgent needs related to eviction, mortgage foreclosure, and utility expenses when a customer is facing circumstances beyond their control. Other plans focus on long-term goals related to employment, housing, education, and other fundamental elements for achieving self-sufficiency. These services are provided directly to residents through the Community Action Agency's Low Income Home Energy Assistance Program (LIHEAP) and Community Services Block Grant (CSBG) Self-Sufficiency Program, the Family Success Centers, and the Financial Capability Program. Broward County residents may submit requests for assistance from these programs through the Division's online portal found at https://www.broward.org/FamilySuccess.

FSAD Philosophy:

Promote: Sustainability and self sufficiency

Service Focused: Develop holistic care plans and locate services to meet family needs

Access: Services offered in four locations throughout Broward County

Friendly: Inviting and respectful environment

Advocacy: Work with other community partners to coordinate services

B. FSAD CONTRACTED PROVIDER REQUIREMENTS

Providers of the Occasional Emergency Food for Economic Stability and the Legal Services for Economic Stability programs under an agreement administered by FSAD must comply with:

1. Requirements found in Chapter II: General Information, except:

a. Human Services Software System:

Providers of the Occasional Emergency Food for Economic Stability and the Legal Services for Economic Stability programs are not required to participate in HSSS. Under Florida Attorney-Client Privilege regulations attorneys must maintain their own secure client case management database.

2. Fiscal Requirements

Fiscal requirements are found in Chapter II of this Handbook.

3. Quality Assurance and Compliance

Quality assurance and compliance requirements are found in Chapter IV of this Handbook. In addition, to be eligible for services, the household income must not exceed three hundred percent (300%) of the Federal Poverty Level as indicated in the Federal Poverty Guidelines published by the Federal Register.

4. Forms and Templates

Standards and Service Delivery Models are found in Appendix I of this Handbook. Standardized Forms and Templates, as well as the Taxonomy Table, are found in Appendix II. Background Checks / Screening Requirements are found in Appendix III.

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APPENDIX I

STANDARDS & SERVICE DELIVERY MODELS

CHILDREN'S SERVICES ADMINISTRATION (CSA) SECTION

Click **HERE** to access the documents below:

- Advocacy Services SDM
- Behavioral Health and Intervention Services SDM
- Capacity Building for Employment Support Services SDM
- Court Supervision Drop-In Childcare Services SDM
- Independent Living and Rent Assistance SDM
- Medical Care Support Services SDM
- Respite Care with Enrichment Services In-Home and Out-of-Home Services SDM
- Substance Use and/or Dual Diagnosis/Co-occurring Disorders Counseling Services SDM
- Youth Economic Stability (ECOSTA) SDM
- Youth Emergency Shelter and Support Services SSDM

HEALTH CARE SERVICES (HCS) SECTION

Click **HERE** to access the documents below:

- Behavior Learning Therapy SDM
- Crisis Stabilization Unit
- Maternal Health Services SSDM
- Mental Health Drop-In Services SDM
- Mental Health Services - Inpatient SDM
- Mental Health Services - Outpatient SDM
- Mobile Crisis Response Teams SDM
- Spouse Intimate Partner Abuse Counseling SDM

RYAN WHITE PART A PROGRAM

Click **HERE** to access the documents below:

- Ryan White Centralized Intake & Eligibility Determination SDM
- Ryan White Disease Case Management SDM
- Ryan White Emergency Financial Assistance SDM
- Ryan White Food Services SDM
- Ryan White Health Insurance Continuation Program SDM
- Ryan White Integrated Primary Care & Behavioral Health SDM

- Ryan White Legal Services SDM
- Ryan White Mental Health Services SDM
- Ryan White Medical Nutrition Therapy SDM
- Ryan White Non-Medical Case Management SDM
- Ryan White Oral Health Care SDM
- Ryan White Substance Use - Outpatient Services SDM
- Ryan White Universal SDM

RYAN WHITE MINORITY AIDS INITIATIVE (MAI)

Click **HERE** to access the documents below:

- MAI Non-Medical Case Management SSDM
- MAI Substance Use - Outpatient Services SSDM

RYAN WHITE ENDING THE HIV EPIDEMIC (EHE) PROGRAM

Click **HERE** to access the documents below:

- EHE Food Services SDM
- EHE Housing and Care Support SDM
- EHE Medical Case Management SDM
- EHE Medical Transportation SDM
- EHE Peer Services SDM
- EHE Universal SDM

HOUSING OPTIONS, SOLUTIONS, AND SUPPORTS DIVISION (HOSS-D)

Click **HERE** to access the documents below:

- Case Management – HUD SSDM
- Emergency Shelter Services SDM
- Emergency Shelter Services - Homeless Assistance Centers SDM
- ESG Emergency Shelter Essential Services SDM
- ESG Rapid Rehousing SDM
- Homeless Family Safe Parking SDM
- Homeless Family Street Outreach SDM
- Homeless Family Street Outreach – HUD SDM
- Homeless Street Outreach for Individuals SSDM
- Homeless Street Outreach - Broward County Transit SSDM
- Homless Street Outreach - Fort Lauderdale-Hollywood International Airport SSDM
- Housing Case Management SSDM

- Legal Assistance – HUD SSDM
- Legal Assistance SSDM
- Medical Respite Care SSDM
- Mobile Sanitation Equipment and Services SSDM
- Permanent Supportive Housing SSDM
- Rapid Rehousing SSDM
- Shelter Coordination Services SSDM
- Street Outreach for Individuals – HUD SSDM
- Tenant Advocacy SSDM
- Transitional Housing - HUD SSDM
- Transitional Housing and Recovery - HUD SDM
- Transitional Housing-Recovery Residences SSDM

FAMILY SUCCESS ADMINISTRATION DIVISION (FSAD)

Click **HERE** to access the documents below:

- Legal Services for Economic Stability
- Occasional Emergency Food Assistance for Economic Stability

APPENDIX II

STANDARDIZED FORMS AND TEMPLATES

Broward County Board of County Commissioners
Human Services Department, Community Partnerships Division

Match Certification Form

This is a required Program Document for all agencies. Agencies must check the appropriate box below:

☐ The advertised service category **does not require provision of match funds**. Agency chooses to utilize the Unit of Service match option (if the advertised service category requires match).

☐ Agency proposes to solely use **unit of services** to meet the County's ten percent match requirement (if the advertised service category requires match).

☐ Agency proposes to solely use **in-kind services** to meet the County's ten percent match requirement (if the advertised service category requires match).

☐ Agency chooses to use a combination of **both unit of services and in-kind services** to meet the County's ten percent match requirement (if the advertised service category required match).

☐ Agency proposes to solely use **cash match** to meet the County's ten percent match requirement (if the advertised service category requires match). ***(Note: This option is specifically for HUD funded programs ONLY.)***

NOTE: Providers may not change the type of match being used once selection is made and submitted to the CGA.

If proposing to either partially or fully use in-kind match, check the box below to confirm the Agency's understanding and acceptance of terms for using in-kind match.

☐ I verify the portion of in-kind match identified in the program budget submitted by _____ is solely committed to the project proposed by said Agency. It is understood that should the Agency be recommended for funding renewal in any stated Agreement option period, the Agency agrees to abide by this commitment and understands the use of in-kind funds will be monitored by County staff.

The County may approve the use of in-kind services following the awarded agency's submission of a written certification. The written certification verifies that all in-kind services utilized to meet the match requirements are limited to the performance obligations of the Grant Agreement and satisfy the service requirements as specified in the Agreement. The awarded agency shall submit documentation with its monthly invoice that accurately details all the in-kind services utilized to meet its match requirements for the previous month.

_____ _____
Authorized Signator Date

STATE OF)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this ____ day of _____, _____, by _____, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

(NOTARY SEAL)

_____
Signature of Notary Public

_____
Print, Type, or Stamp Name of Notary

My commission expires: _____

ORGANIZATIONAL PROFILE GUIDE

Your Organizational Profile is intended to provide a succinct overview of your organization for those unfamiliar with it. The Organizational Profile offers you the opportunity to profile the environment and circumstances in which you operate. The Organizational Profile is a consensus snapshot of your organization addressing the key influences on how you operate, and the key challenges you face. It will ensure that you establish and maintain an overall view and consensus of your organization shared by your key staff.

Note: The Organizational Profile is a required document for all Providers with executed agreements with HSD. It is an essential foundation document to assure your agency's leadership team has a shared vision of the organization and its current strategic context.

Your Organizational Profile is important because:

- It is a summary or outline of key elements of your agency.
- It identifies potential gaps in key information and focuses you on key performance requirements and results.
- It is a quick assessment of your organization. If you identify topics for which conflicting, little, or no information is available, it is possible that you may need to quickly address these areas to improve service delivery.

The below should be used as a guide in developing your organizational profile. The organizational profile must, at a minimum, include the following:

I. An Organization Summary Sheet. The one-page summary sheet should address the following:

- Organization Name
- Address
- Telephone
- Staff Contact(s) for Profile or Self-Study (including e-mail addresses)
- Agency Funding Level (total agency revenue)

II. Organizational Background. Briefly describe your organization's background as a community agency. Within your response, include answers to the following:

- What is the history of the organization?
- What is the organization's philosophy in providing outreach within the community to recruit diverse staff and promote available services?
- What is your organizational culture? Briefly state your purpose, vision, mission, and values, as appropriate. What is you employee profile? Include educational levels, workforce, and job diversity, bargaining units, use of contract employees, and special safety requirements, as appropriate.

III. Organizational Context. Describe your organization's business/community environment and your key relationships with constituents, customers, suppliers, stakeholders, and other partners. Within your response, include answers to the following:

a. Organizational Environment

- List your organization's main services with a very brief description of how they are delivered to your target customers/constituents.

- Briefly list or summarize your major technologies, equipment, and facilities.
- What is the regulatory environment under which your organization operates, e.g., health and safety regulations; accreditation requirements; and financial and program regulations?

b. Organizational Relationships

- List your key customer/constituent groups and/or community segments targeted for services by your agency.
- What are your most important types of suppliers (contracted deliverables essential to your agency's success) as applicable to your role and mission in the community?
- Who are your key community partners? Specifically address those partnerships that are non-financial/non-contractual and collaborative in nature.
- What are your key communication mechanisms for conveying your agency's message?

IV. Organizational Challenges. Describe your organization's competitive environment, your key strategic challenges, and your system for performance improvement. Within your response, include answers to the following:

a. Competitive Environment

- Do you have competitors for the types of services/deliverables you offer? If so, who are they and how do you assess their potential challenges and competition?
- What are the principal factors that might determine your success relative to your competitors? Identify any changes taking place that might affect your competitive situation.

b. Strategic Challenges

- What are your key strategic challenges? Include operational, financial, human resource, business, and regulatory challenges, as appropriate.

c. Performance Management/Improvement System

- Summarize your key tools for agency-wide performance management, including an agency-wide scorecard. Who is responsible for tracking and reporting overall agency success over time? How do you maintain an organizational focus on performance and continuous improvement?
- Explain how you assess and improve key administrative and service delivery processes.

FORMS AND TEMPLATES

GENERAL HSD FORMS

Click **HERE** to access the documents below:

- CSA Outcome Template Instructions
- CSA Quarterly Demographic/Performance Report
- HCS Quarterly Demographic/ Performance Report Instructions
- HCS Quarterly Report Narrative
- HCS Sample - Quarterly Demographic/Performance Report
- Incident Report Form – Initial Report
- Required Services Documentation

HOSS-D/HIP FORMS

Click **HERE** to access the documents below:

- 100% Grant Payroll Certification Form
- Homeless Definition and Record Keeping Requirements
- HUD Invoice Instructions
- HUD Invoice Template
- HUD Match and Leverage Guide
- HUD Utilization Report Instructions
- HUD Utilization Report Template
- Program Income Tracking Form

TAXONOMY TABLE

Click **HERE** to access the document below:

- Taxonomy Definitions & Credentials

APPENDIX III

BACKGROUND CHECK/SCREENING REQUIREMENTS

A. WHAT IS A BACKGROUND CHECK/SCREENING:

The term " background check/screening" has been used interchangeably with "criminal history check" or "criminal history background check," which has caused some confusion. From the FDLE perspective, a background check/screening is a criminal history record check to determine if a person has been arrested and/or convicted of a crime. Although some companies use the phrase " background check/screening" to include driver's record checks, credit checks, or interviews with neighbors and employers, for FDLE purposes, it includes a search of the following databases:

- The Florida Computerized Criminal History Central Repository for Florida arrests (state check).
- The Florida Computerized Criminal History Central Repository for Florida arrests AND the national criminal history database at the FBI for federal arrests and arrests from other states (state and national check).
- The Florida Crime Information Center for warrants and domestic violence injunctions (warrant files check).

The national record check is based on the submission of fingerprints. For state record checks, submissions may be based on names (and other descriptors) or fingerprints.

B. TWO TYPES OF BACKGROUND SCREENINGS IN FLORIDA:

Level 1 and Level 2 Criminal History Record Checks are terms used in Florida Statutes to convey the method of the criminal history record check, and the extent of the data searched; however, the terms may also refer to certain disqualifying offenses if certain statutes are used as reference. Level 1 and Level 2 are terms that pertain only to Florida and are not used by the FBI or other states.

- **Level 1**: a state-only name-based check, an employment history check, and a check of the Dru Sjodin National Sex Offender Public Website. It may include a local criminal records check.
- **Level 2**: a state and national fingerprint-based check through FDLE and the FBI. This applies to those employees designated by law as holding positions of responsibility or trust. In accordance with F.S. § 435.12(2)(a)3., Level 2 screenings must be resubmitted for a Federal Bureau of Investigation national criminal history check every 5 years.

C. DISQUALIFYING OFFENSES:

Both Level 1 and Level 2 have the same disqualifying offenses as detailed in the Florida Statute (F.S.) Chapter 435. F.S. § 435.07, permits individuals generally to seek exemptions from disqualification in accordance with criteria provided in that subsection, though other sections of law may prohibit such exemptions in certain circumstances. Disqualification may not be exempted for sexual predators, career offenders, and sexual offenders (unless the requirement to register as a sexual offender has been removed).

Disqualifying offenses include, but are not limited to the following:

- Murder.
- Sexual battery.
- Adult abuse, neglect, or exploitation of aged or disabled adults.
- Killing or harming a child by injuring the mother.
- Assault or battery against a minor.
- Assault or battery against staff of a facility.

- Kidnapping and false imprisonment.
- Transferring a child illegally across state lines.
- Certain firearms violations near schools.
- Prostitution, lewd and lascivious behavior, indecent exposure.
- Arson, felonious theft, robbery, and similar felonies.
- Incest, child abuse, child neglect.
- Resisting arrest with violence, depriving an officer of protection.
- Aiding in an escape, gang activity, contraband into a correctional facility.
- Sexual misconduct in juvenile justice programs.
- Medicaid fraud, insurance fraud or patient-brokering
- Identity theft or credit card fraud
- Forgery

Under F.S. §112.011, (2021), public employers cannot deny employment to Applicants solely based on a low-level criminal conviction.

However, Applicants for jobs in the public sector can be denied employment based on felony or first-degree misdemeanor convictions that directly relate to their jobs.

Under F.S. § 448.095, private employers in Florida must also either confirm an employee's eligibility to work in the U.S. by enrolling in and using the E-Verify system or gathering the same documents used to verify employment eligibility by the U.S. Citizenship and Immigration Services (USCIS). This law was effective as of Jan. 1, 2021.

Providers doing business with HSD must ensure that staff who have contact with clients and/or access to client files and all protected health information (PHI) or personally identifiable information (PII) receive background checks/screenings in accordance with the current Florida Statutes. The background checks/screenings must include, but are not limited to, fingerprinting for statewide criminal history records checks through the Florida Department of Law Enforcement (FDLE), and national criminal history records checks through the Federal Bureau of Investigation. In addition, it may include local criminal checks through local law enforcement agencies. All fingerprints must be submitted electronically to FDLE using a DCF-approved or a DOEA-approved Live Scan service provider as determined by the specific HSD division the provider is contracted to do business with. Providers must complete a Level 2 Background check every five years and an Affidavit of Good Moral Character each year for all applicable staff. More information on state requirements may be found on the DCF website: DCF Background Screening and on the DOEA website.

D. ATTESTATION OF GOOD MORAL CHARACTER:

Good moral character (GMC) means that a person's conduct "measures up to the standards of average citizens of the community in which the person resides." Each employee must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to background screening standards set forth in the F.S. § 435 and all other applicable Florida Statutes and must agree to inform the employer immediately if arrested for any of the disqualifying offenses listed in those statutes while employed by the employer.

The term "employee" as used herein refers collectively to all persons required by law to undergo background screening.

An Attestation or Affidavit of Good Moral Character is required of all employees, volunteers, and direct service providers to comply with the attestation requirements set forth in section 435.02(2), Florida Statutes.

E. BEST PRACTICE:

All HSD funded providers must complete a Level 2 Background check every five years and an Affidavit of Good Moral Character each year for all staff and volunteers who have contact with clients and/or access to client files and all protected health information (PHI) or personally identifiable information (PII). Additionally, any staff and volunteers that meet the definitions shown in the chart below must have Level 2 Background screenings and an Affidavit of Good Moral Character completed in accordance with the applicable statute. The purpose of background checks is to maximize the security of the recipients of the organizations' services. By exposing its service recipients to unnecessary risks, an organization places its own reputation in jeopardy.

WHO IS REQUIRED TO HAVE A LEVEL 2 BACKGROUND CHECK/SCREENING:

Governing Rule	Regulatory Agency	Group Subject to Screening
F.S. § 39 **(Proceedings Relating to the Guardianship of Children)**	DCF	Persons considered for placement of dependent children
F.S. § 110.1127	DCF	State employees & contractors
F.S. § 39, 402, 409 & Code of Ordinances § 20-294 **(Licensure of Child Care Facilities)**	DCF, Broward County	Employees who serve children, childcare facility, family day care home, child enrichment service provider, family foster home, residential child caring agency, child placing agency membership organizations pursuant to 402.301, summer or recreation camp owners, operators, employees, or volunteers who that assist over 10 hours a month.
F.S. § 393.0655 **(Developmental Disabilities)**	DCF, APD	Any direct care provider, 18 years of age or older who has direct face-to-face contact with a client while providing services to the client or has access to a client's living areas or to a client's funds or personal property.
F.S. § 394.4572 & 408.809 **(Mental Health)**	DCF	Employees within mental health facilities and employees providing care for children and adults – directors, professional clinicians, staff members and volunteers.
F.S. § 395.1055 **(Hospital Licensing and Regulation)**	DCF, APD	For unlicensed staff, such as dietary and custodial staff, who work in a licensed general hospital, pursuant to Ch. 395, F.S., whose duties require them to work within a psychiatric unit/ward of the hospital, these staff and volunteers are required to comply with Level 2 background screening requirements. These unlicensed staff would meet the definition of "Mental Health Personnel" according to s. 394.4572 (1)(a), F.S. and must comply with the background screening requirements in Ch. 435 and 408, F.S. They would also be required to comply with any other screening provisions applicable to Chapter 395, F.S."

Governing Rule	Regulatory Agency	Group Subject to Screening
F.S. § 397.4073 **(Substance Abuse Services)**	DCF	All owners, directors, and chief financial officers of service providers. All service provider personnel who have direct contact with children receiving services or with adults who are developmentally disabled receiving services. Members of a foster family and persons residing with the foster family who are over the age of 18. A volunteer who assists on an intermittent basis that totals 40 or more hours per month.
F.S. § 400.991 & 408.809 **(Health Care Clinics)**	AHCA	Individuals owning or controlling, directly or indirectly, 5 percent or more of an interest in a clinic; the medical or clinic director, or a similarly titled person who is responsible for the day-to-day operation of the licensed clinic; the financial officer or similarly titled individual who is responsible for the financial operation of the clinic; and licensed health care practitioners at the clinic. Any person, as required by authorizing statutes, seeking employment with a licensee or provider who is expected to, or whose responsibilities may require him or her to, provide personal care or services directly to clients or have access to client funds, personal property, or living areas; and any person, as required by authorizing statutes, contracting with a licensee or provider whose responsibilities require him or her to provide personal care or personal services directly to clients, or contracting with a licensee or provider to work 20 hours a week or more who will have access to client funds, personal property, or living areas. Evidence of contractor screening may be retained by the contractor's employer or the licensee.
F.S. § 430.0402 **(Elder Affairs)**	DOEA	(1)(a) Except as provided in subsection (2), level 2 background screening pursuant to Chapter 435 is required for direct service providers. Background screening includes employment history checks as provided in s. 435.03(1) and local criminal records checks through local law enforcement agencies. (b) For purposes of this section, the term "direct service provider" means a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living areas, funds, personal property, or personal identification (2) Level 2 background screening pursuant to Chapter 435 and this section is not required for the following direct service providers: (a) Licensed physicians, nurses, or other professionals licensed by the Department of Health who have been fingerprinted and undergone background screening as part of their licensure if they are providing a service that is within the scope of their licensed practice. (b) Relatives. For purposes of this section, the term "relative" means an individual who is the father, mother, stepfather, stepmother, son, daughter, brother, sister, grandmother, grandfather, great-grandmother, great-grandfather, grandson, granddaughter, uncle, aunt, first cousin, nephew, niece,

Governing Rule	Regulatory Agency	Group Subject to Screening
		husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister of the client. (c) Volunteers who assist on an intermittent basis for less than 20 hours per month and who are not listed on the Department of Law Enforcement Career Offender Search or the Dru Sjodin National Sex Offender Public Website.
F.S. § 458.311(1)(g), 456.0135, 456.039(4)(a), 456.039(4)(c), 466.028(1)(mm)	DOH	Each person who applies for initial licensure or license renewal as a physician under Chapter 457; Chapter 458; Chapter 459; Chapter 460; Chapter 461; Chapter 462; Chapter 463; Chapter 464; Chapter 465; Chapter 466; Chapter 467; Part I, Part II, Part III, Part V, Part X, Part XIII, or Part XIV of Chapter 468; Chapter 478; Chapter 480; Part I, Part II, or Part III of Chapter 483; Chapter 484; Chapter 486; Chapter 490; or Chapter 491.
F.S. § 1012.32, 1012.315 **(Early Learning – 20 Education Code)**	DOE	Any instructional and noninstructional personnel who are hired or contracted to fill positions that require direct contact with students in any district school system or university lab school, charter school, school of hope (defined in s. 1002.333), an alternative school that operates under contract with a district school system, or student teachers and persons participating in a field experience must, upon employment or engagement to provide services, undergo background screening as required under s. 1012.465 or s. 1012.56, whichever is applicable.
Code of Ordinances § 26-125	Broward County	A vendor seeking a contract in the amount of $100,000 or more with Broward County.